CITY UTILITIES COMMITTEE

AGENDA

MARCH 15, 2005

- A. ADOPTION OF AGENDA
- B. APPROVAL OF MINUTES

CONSENT

C. ORDINANCES FOR FIRST READING

- O5-O-0484 (1) An Ordinance by City Utilities Committee amending the 2005 (Intergovernmental Grant Fund) Budget by adding to anticipations and appropriations funds in the amount of \$957,600.00 by the Department of Public Works for the purpose of funding Phase II Sidewalks at six (6) school locations; and for other purposes.
- O5-O-0485 (2) An Ordinance by City Utilities Committee amending the 2005 (Intergovernmental Grant Fund) Budget by adding to anticipations and appropriations funds in the amount of \$160,000.00 by the Department of Public Works for the purpose of funding Sidewalk Construction for the Collier Road Sidewalk Project; and for other purposes.
- O5-O-0487 (3) An Ordinance by City Utilities Committee amending the 2005 (Intergovernmental Grant Fund) Budget by adding to anticipations and appropriations funds in the amount of \$500,000.00 by the Department of Public Works for the purpose of funding Sidewalk Construction along North Highland/Virginia Avenues Streetscape Project; and for other purposes.
- O5-O-0488 (4) An Ordinance by City Utilities Committee amending the 2005 (2000 Quality of Life Bond Fund) Budget in the amount of \$50,000.00 by the transferring funding from the Speed Hump Installation Project to the Traffic Calming Measures, District 5 Project for the purpose of providing sufficient funds for the a Traffic Study within the Kirkwood Neighborhood; and for other purposes.

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ORDINANCES FOR FIRST READING (CONT'D)

- O5-O-0489 (5) An Ordinance by City Utilities Committee amending 2005 (2001 Water and Wastewater Bond Fund) Budget to transfer funds from completed Sewer Group I Rehabilitation work in the amount of \$10,000,000.00 to the reserve for appropriations account to be used for the Consent Decree or Consent Order Projects; and for other purposes.
- O5-O-0490 (6) An Ordinance by City Utilities Committee amending the 2005 (2001 Water and Wastewater Bond Fund) Budget in the amount of \$10,000,000.00 to transfer funds from the Reserve for Appropriations for the re-bid of the Sanitary Sewer Repair Annual Contract in association with the First Amended Consent Decree; and for other purposes.
- An Ordinance by City Utilities Committee amending the 2005 (2004 Water and Wastewater Bond Fund) Budget in the amount of \$14,900,000.00 to transfer funds from the Custer Avenue (Stockade) Water Line Replacement to be used to fund other Consent Decree and Consent Order Project; to transfer funds from Reserve to the Virginia-Highland Water Line Replacement and the Midtown, Georgia Tech & Bedford Pine Water Line Replacement Projects; and for other purposes.

REGULAR

D. ORDINANCE FOR SECOND READING

O5-O-0515 (1) An Ordinance by Councilmember Felicia A. Moore to waive the sidewalk requirement of Section 15-09.003 of the City of Atlanta Code of Ordinances to provide that certain subdivision applications deposit a dollar amount equal to the value of the required sidewalk construction into a designated Trust Fund Account for District 9; and for other purposes.

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E. RESOLUTIONS

- O5-R-0486 (1)

 A Resolution by City Utilities Committee authorizing the Mayor or designee to enter into Renewal Agreement No. 2 with Wright-Brown Electric Company for FC-7344-01, Installation, Relocation, Removal and/or Revisions of Traffic Signals, Reversible Lane Signals and/or Street Lights and Associated Hardware, on behalf of the Department of Public Works in an amount not to exceed \$2,698,957.00. All contracted work shall be charged to and paid from Various Fund, Account and Center Numbers.
- by City Utilities Committee authorizing A Resolution 05-R-0491 (2) bv penalties imposed stipulated payment of Environmental Protection Division of the Department of Natural Resources of the State of Georgia (EPD) in the amount of \$32,650.00 as stipulated penalties for violations of the Georgia Rules and Regulations for Water Quality Control for various unpermitted discharges in November and December 2004; to identify the source of funding; and for other purposes.
- A Resolution by City Utilities Committee authorizing the Mayor or designee to issue a **Notice-to-Proceed** with Arcadis/BPA, Joint Venture, for FC-7619-03A, Annual Contract for Architectural and Engineering Services for Reconstruction of Retaining Wall at Martin Luther King Drive, on behalf of the Department of Public Works in an amount not to exceed \$77,927.00. All contracted work shall be charged to and paid from Fund, Account and Center Number: 1C50 574001 M65F072392BH (2004 Quality of Life Improvement Bonds).
- A Resolution by City Utilities Committee authorizing the Mayor or designee to issue a **Notice-to-Proceed** with Jacobs/PRAD/PBS & J, Joint Venture, for FC-7619-03D, Annual Contract for Architectural and Engineering Services for Donald Lee Hollowell Signal Design Project to include-traffic signal upgrades along Donald Lee Hollowell Parkway for Maynard Court to James P. Brawley, on behalf of the Department of Public Works in an amount not to exceed \$151,916.76. All contracted work shall be charged to and paid from Fund, Account and Center Number: 1C45 574001 M41G017092BG (2001 Quality of Life Improvement Bonds).

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F. PAPERS HELD IN COMMITTEE

- O2-O-1632 (1) An Ordinance by Councilmembers Ceasar C. Mitchell and H. Lamar Willis authorizing the Mayor or her designee to pave the unpaved portion of Cahaba Drive, SW once a survey has been done and funding identified; and for other purposes. (Held 10/2/02)
- O2-O-1897 (2) An Ordinance by Councilmembers Clair Muller and Ceasar C. Mitchell as substituted and amended by City Utilities Committee amending Chapter 138, Division 5 "Vending Devices and Telephones" of the Code of Ordinances to update the requirements necessary to install/place vending boxes in the City's right-of-way; and for other purposes. (Public Hearing held 10/14/03) (Substituted and held 10/14/03)
- O3-O-2107 (3) An Ordinance by Finance/Executive Committee to amend Article II, Division 3, Section 130 of the Code of Ordinances of the City of Atlanta so as to decrease the annual residential Solid Waste Collection Fee to \$257.89; and for other purposes. (Public Hearing held 1/13/04)
- O3-O-2223 (4) An Ordinance by Councilmembers Carla Smith and Ivory Lee Young, Jr. as substituted by City Utilities Committee amending Section 130 of the Code of Ordinances of the City of Atlanta to provide more effective standards and regulations for operations of Solid Waste Transfer and Solid Waste Handling Facilities within the limits of the City; and for other purposes. (Public Hearing held 1/13/04) (Substituted and held 12/15/04)
- O4-R-0053 (5) A Resolution by Councilmembers Derrick Boazman, Jim Maddox, C. T. Martin, Mary Norwood and Ivory Lee Young, Jr. authorizing the Mayor or her designee to establish a limit to the discount allowed for cooling Towers located in airconditioned buildings; and for other purposes. (Held 1/27/04)

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- O4-R-0055 (6)

 A Resolution by Councilmembers Derrick Boazman, Jim Maddox, C. T. Martin, Mary Norwood and Ivory Lee Young, Jr. authorizing the Mayor or her designee to negotiate upward adjustments of the Water/Sewer Fees charged in the Interjurisdictional Contracts; and for other purposes. (Held 1/27/04)
- O4-R-0056 (7) A Resolution by Councilmembers Derrick Boazman, Jim Maddox, C. T. Martin, Mary Norwood and Ivory L. Young, Jr. authorizing the Mayor or her designee to establish variable rates for different classes/categories of customers of water rate payers; and for other purposes. (Held 1/13/04)
- O4-R-0057 (8) A Resolution by Councilmembers Derrick Boazman, Jim Maddox, C. T. Martin, Mary Norwood and Ivory L. Young, Jr. authorizing the Mayor or her designee to establish variable base rates according to meter size of water ratepayers; and for other purposes. (Held 1/13/04)
- O4-R-0058 (9) A Resolution by Councilmembers Derrick Boazman, Jim Maddox, C. T. Martin, Mary Norwood and Ivory L. Young, Jr. authorizing the Mayor or her designee to establish and implement a Sewer Capacity Recovery Fee in the City of Atlanta; and for other purposes. (Held 1/13/04)
- O4-O-0163 (10) An Ordinance by Councilmembers Ceasar C. Mitchell and Clair Muller amending Section 130-11 of the City of Atlanta Code of Ordinances so as to add the term "Bulky Items" thereby prohibiting the dumping of bulky items in the public right-of-way; and for other purposes. (Held 1/27/04)
- O4-O-0329 (11) An Ordinance by Councilmembers Anne Fauver, Clair Muller, Howard Shook, Jim Maddox, Ceasar C. Mitchell and H. Lamar Willis to delete Section 154-115 of the Code of Ordinances of the City of Atlanta, Georgia; so as to discontinue the practice of inequitable billing; and for other purposes. (Held 2/24/04)

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- O4-O-0435 (12)

 An Ordinance by Councilmembers Derrick Boazman, Natalyn Archibong, Ceasar C. Mitchell, H. Lamar Willis, Ivory L. Young, Jr., Debi Starnes, Jim Maddox and Anne Fauver as substituted(#3) and amended by City Utilities Committee to amend certain provisions of Article II, Chapter 86 of the Code of Ordinances of the City of Atlanta; to provide for a prohibition of smoking in public places; to renumber sections within the Article; to repeal certain provisions; and for other purposes. (Public Hearing held 4/26/04) (Referred back by Full Council 9/20/04) (Held 9/28/04)
- O4-O-0773 (13) An Ordinance by Councilmembers Derrick Boazman and Felicia A. Moore authorizing the Mayor or her designee to decrease the water and sewer rates for the Rate Payers in the City of Atlanta dollar for dollar where reasonable and practical as revenues are received from the State and Federal Government through grants, taxes and other sources; and for other purposes. (Held 4/27/04)
- 04-R-0890 (14) A Resolution by City Utilities Committee authorizing the Mayor or her designee to update the City of Atlanta's Solid Waste Management Plan; to repeal conflicting resolutions or parts thereof; and for other purposes. (Held 5/11/04) (Public Hearing held 6/22/04)
- O4-O-1199 (15) An Ordinance by Councilmember H. Lamar Willis to amend Chapter 154, Article II of the Atlanta Code of Ordinances by adding Section 154-31 directing the Commissioner of Watershed Management to implement an online bill-paying system to be used in addition to the present method of bill collection. (Held 6/29/04)
- O4-R-1288 (16) A Resolution by City Utilities Committee setting forth the expectation of the City of Atlanta that People TV, Inc., will comply with the nature and terms of the Open Records Act and Open Meetings Act of the State of Georgia; and for other purposes. (Held 7/13/04)

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- O4-O-1353 (17) An Ordinance by Councilmember Ivory L. Young, Jr. to amend Chapter 154 Article III, Division 3 (Water Rates, Charges and Related Matters) Section 154-111 and 154-112 Article V, Division 3 (Sewer Rates, Charges and Related Matters) Section 154-276 and 154-277 of the Code of Ordinances so as to change the income threshold for the Water and Sewer Rates waiver from \$25,000.00 to \$35,000.00; and for other purposes. (Held 7/27/04)
- O4-O-1361 (18) An Ordinance by Councilmembers Clair Muller and Howard Shook to amend Section 154-115 of the Code of Ordinances of the City of Atlanta, Georgia; to redefine the billing procedures for water and sewer customers in condominium and apartment buildings serviced by one water meter; and for other purposes. (Held 7/27/04)
- O4-O-1973 (19) An Ordinance by City Utilities Committee to **abandon** that portion of unimproved rights-of-way located along Paxon Avenue, SE at Woodbine Avenue, SE and along Woodbine Avenue, SE at Paxon Avenue and to transfer portions of park property consisting of a total of .474 acre, more or less and being more specifically described in the attached Exhibit "A" lying being in Land Lot 207 of the 15th District, Dekalb County, Georgia; and for other purposes. (**Public Hearing held 11/30/04)**
- O4-R-2028 (20) A Resolution by Councilmember Mary Norwood requesting the Department of Watershed Management to notify the District Councilmember and the at-large Councilmember prior to terminating a customer's water/sewer services; and for other purposes. (Held 11/9/04)
- O4-O-2032 (21) An Ordinance by Councilmember C. T. Martin **as amended by City Utilities Committee** to establish a four (4) month
 moratorium on the termination of service for delinquent
 water/sewer bills for those residential customers who are 65
 years of age or older and whose annual income does not
 exceed \$25,000.00; and for other purposes. (Amended and
 held 11/30/04)

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- O4-O-2035 (22) An Ordinance by Councilmembers Felicia A. Moore and Clair Muller amending the City of Atlanta's Code of Ordinances Section 130-84 (Rates and Charges) by deleting the frontage solid waste charges referenced in the Code; and for other purposes. (Held 11/9/04)
- An Ordinance by Councilmember Felicia A. Moore amending the 2004 (2001 Quality of Life Bond Fund) Budget in the amount of \$24,000.00 for the purpose of transferring appropriations and revising project budgets within Category 2 Public Plazas and Greenspace Projects for Underwood Hills Greenspace Enhancements; and for other purposes. (Referred back by Council 1/18/05) (Held 2/1/05)
- O5-R-0036 (24) A Resolution by Councilmembers Clair Muller and Howard Shook recommending inclusion of Management, Operation and Maintenance System Requirement of the Consent Decree and applicable performance standards into the proposed NPDES Permit Nos. GA0037168 and GA0038644 for the City of Atlanta East and West Area Combined Sewer Overflow (CSO) Treatment Facilities. (Held 1/11/05)
- A Resolution by Councilmember Howard Shook authorizing 05-R-0113 (25) imposed the by penalties stipulated payment of the (EPA) and Agency Protection Environmental Environmental Protection Division of the Department of Natural Resources of the State of Georgia (EPD) in the as stipulated penalties for amount of \$ violation of CSO Fecal Coliform Operational Standards pursuant to the CSO Consent Decree, Civil Action File No. 1:95-CV-2550-TWT; to identify the source of funding; and for other purposes. (Held 2/1/05)
- O5-R-0223 (26) A Resolution by City Utilities Committee authorizing the Mayor or designee to enter into an appropriate contractual agreement with Roland Pugh Construction, Inc., for FC-6004007871, Wastewater Woodward Way Lift Station on behalf of the Department of Watershed Management in an amount not to exceed \$178,895.00. All contracted work shall be charged to and paid from Fund, Account and Center Number 2J21 573001 Q30001 (Water & Wastewater Renewal and Extension Fund). (Held 2/15/05)

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PAPERS HELD IN COMMITTEE (CONT'D)

O5-O-0269 (27) An Ordinance by Councilmember Ivory L. Young, Jr. authorizing the Mayor to enter into a Sewer Agreement with Northside Village Development, LLC for reimbursement of the costs of designing and constructing storm sewer system improvements in the English Avenue Neighborhood; appropriating funds in the amount of \$130,000.00; and for other purposes. (Held 2/15/05)

G. APPRAISALS

- (1) Appraisal of the **abandoned** portion of Palmer Street, SE consisting of 11,108 square feet and the Appraiser has estimated fair market value to be \$35,000.00 which indicates \$3.15 per square foot.
- (2) Appraisal of the **abandoned** portion of Holly Street, NW consisting of 10,279 square feet and the Appraiser has estimated fair market value to be \$182,452.00 which indicates \$17.75 per square foot.

H. ITEM NOT ON THE AGENDA

I'. ADJOURNMENT

05- 0-0484

AN ORDINANCE BY: CITY UTILITIES COMMITTEE

AN ORDINANCE AMENDING THE 2005 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS FUNDS IN THE AMOUNT OF \$957,600.00 BY THE DEPARTMENT OF PUBLIC WORKS FOR THE PURPOSE OF FUNDING PHASE II SIDEWALKS AT SIX (6) SCHOOL LOCATIONS; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor of the City of Atlanta has entered into an Agreement with the Georgia Department of Transportation for the purpose of funding construction of sidewalks Project STP-7626-00(010), PI Number 762601; and,

WHEREAS, the City of Atlanta desires to provide safe and accessible sidewalk access to public schools; and,

WHEREAS, the Georgia Department of Transportation has appropriated Transportation Enhancement Funds to provide 80% of the estimated project construction cost of the projects for an amount not to exceed \$957,600.00; and,

WHEREAS, the City of Atlanta has and met its local match by appropriating and spending local fund sources on each project listed in Exhibit "A"; and,

WHEREAS, projects must be fully funded prior to the reimbursement from the Georgia Department of Transportation in order to execute contracts for construction; and,

WHEREAS, the leveraged Transportation federal entitlement funds totaling \$957,600.00 have been approved and committed to the City of Atlanta through the Georgia Department of Transportation fiscal year budget program.

WHEREAS, the Budget Commission of the City of Atlanta has recommended increasing estimated receipts in the 2005 (Intergovernmental Grant Fund) Budget by \$957,600.00; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

SECTION 1: That the 2005 (Intergovernmental Grant Fund) Budget is hereby amended as follows:



ADD TO ANTICIPATIONS

1B02 J53X0210AUA0 Georgia Department of Transportation Enhancement Agreements - State of \$957,600.00

631101

Georgia Grant Entitlements

ADD TO APPROPRIATIONS

1B02 M23F0376AUA0 City of Atlanta Sidewalks at (6) Schools - Phase II
7**** Appropriations

\$957,600.00

SECTION 2:

That the funds will be used in combination with the federal Transportation Improvement Program as administered by the Georgia Department of Transportation.

SECTION 3:

That the Mayor is authorized to enter into contracts for the construction of all projects listed in Exhibit "A".

SECTION 4:

That all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

AGREEMENT

for

CONGESTION MITIGATION PROJECT

between

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

and CITY OF ATLANTA

This Agreement, made and entered into this ______ day of ______ 2005 , by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and CITY OF ATLANTA, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Congestion Mitigation Project which consists of the construction of Project STP-7626-00(010), P.I. NUMBER 762601, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Congestion Mitigation Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be the construction of sidewalks along various city streets in the City of Atlanta in Fulton County and known as Phase 2 as set forth in Exhibit A, WORK PLAN, which is further defined by the PROJECT design and construction plans ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall establish a Task Force to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT. The Task Force should include, but not be limited to, a representative from the DEPARTMENT designated as the DEPARTMENT'S Project Manager, the DEPARTMENT'S Area Engineer, the SPONSOR'S Project Manager, the SPONSOR'S Accountant, and the SPONSOR'S Public Works Engineer. The membership of the Task Force shall be developed by the SPONSOR and shall be subject to approval by the DEPARTMENT.

During the development of the PROJECT the SPONSOR has taken into consideration, applicable, the DEPARTMENT'S as Specifications for the Construction of Roads and Bridges, AASHTO for sidewalks; FHWA quidelines for pedestrian facilities; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way and related services for PROJECT in accordance with State and Federal Laws. DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable environmental archaeological, and historical preservation clearances were approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. Specifically, but not limited to the provisions governing the DEPARTMENT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's Standard Specifications and Special Provisions.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit B, Terms and Conditions.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit B, TERMS AND CONDITIONS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE V TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the Project no later than July 31, 2006. The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit C", WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE VI RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall to the extent permitted by law be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VII INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE VIII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is one million two hundred four thousand four hundred two and no/100 Dollars (\$1,204,402.00). The total estimated cost of the PROJECT to be financed under the Congestion Mitigation for Air Quality program of the U.S. Department of Transportation FHWA is nine hundred fifty seven thousand six hundred and no/100 Dollars (\$957,600.00) which is the total federal contribution to the PROJECT and is the maximum amount of the Department's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of such amount being payable only with non-Federal aid funds. In no event shall the Federal contribution of the project exceed \$957,600.00 which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT a revised budget estimate in accordance with the successful contractor's bid within ninety days from the date of the contractor's contract being awarded for construction, and before any construction work on the PROJECT may begin.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in The vouchers shall be numbered consecutively and which it began. subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE IX FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XIII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XIII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE X CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE XI RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article X of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XII SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XIII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIV SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XV TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set our for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XVI OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by of for it under the terms of this Agreement shall be delivered to, become and remain the property of the DEPARTMENT upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVII PUBLICATION AND PUBLICITY

Articles, papers, bulletins, interim or final reports, oral transmittals or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the opinion, finding, or policy of the Georgia Department of Transportation the Federal Highway Administration."

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the SPONSOR without prior approval from the DEPARTMENT, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SPONSOR; but should any such information be released by the DEPARTMENT or by the SPONSOR with such prior written approval, the same shall then be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should such information be required to be released by the DEPARTMENT under the Georgia Open Records Act, Section 50-18-70, et. seq., O.C.G.A., the restrictions and penalties set forth herein shall not apply. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or funtion for or on behalf of the department shall be released persuent to provisions of the act. Further, the SPONSOR agrees to consult with the department prior to releasing the requested documents.

ARTICLE XVIII COPYRIGHTING

The SPONSOR shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which are a part of the work under this Agreement, without written approval from the DEPARTMENT. The DEPARTMENT reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work prepared under this Agreement.

ARTICLE XIX CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XX COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit E of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit F of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of ten percent (10%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. EXHIBITS G THROUGH J are attached hereto and made a part of this Agreement as if fully set out herein.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

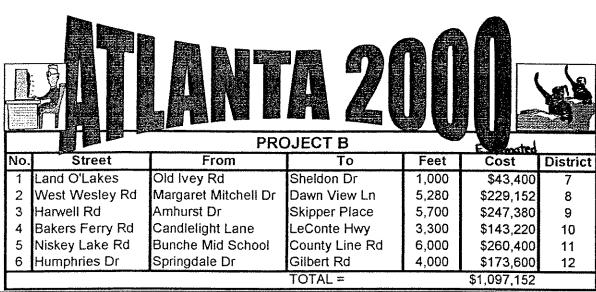
Recommended:	CITY OF ATLANTA
Distr ict Seven Enginee r	By:(Seal) Mayor, City of ATLANTA
Recommended:	Signed, sealed and delivered this, day of, 2005, in the presence of:
Director, Preconstruction Division	Witness
Chief Engineer	Notary Public
Department of Transportation	This Agreement, approved by the City of Atlanta, this day of, 2005.
By: (Seal) Commissioner	
Attest:	Attest:
Treasurer	Name and Title
REVIEW AS TO LEGAL FORM:	58-000511 Federal Employer Identification Number
OFFICE OF LEGAL SERVICES	APPROVED:
•	Commissioner, Department of Public Works
	APPROVED AS TO FORM:
-1	4- City Attorney

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Terms and Conditions for Federal and Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Sponsor Certification regarding Debarment, Suspension, and other Responsibility Matters
Exhibit H	Lower Tier Contractor Certification regarding Debarment, Suspension, and other Responsibility Matters
Exhibit I	Certification of Department of Transportation - State of Georgia
Exhibit J	Certification of City of Atlanta

EXHIBIT A

WORK PLAN



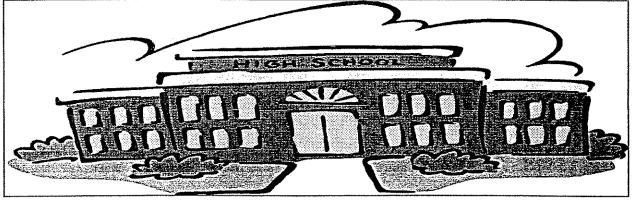


EXHIBIT A WORK PLAN

City of Atlanta Sidewalk Project Phase 2

STP-7626-00(010)

P. I. No. 762601

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

- 1. Install appropriate erosion control
- 2. Install appropriate traffic control
- 3. Adjust utilities to accommodate sidewalk
- 4. Adjust drainage strutures
- 5. Remove substandard sidewalks
- 6. Remove and replace driveway aprons
- 7. Reset granite curbing where necessary
- 8. Install new sidewalks
- 9. Complete grading and temporary grass seeding
- 10. Install signage and thermoplastic striping
- 11. Permanent grassing established

EXHIBIT B

TERMS AND CONDITIONS

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

• •	P	age'
I.	General	•••
II.	Nondiscrimination	•••
HI.	Nondiscrimination	***
IV.	Payment at Prodetermined Minimum vvade	
٧.	Statements and Pavrolls	•••
VI.	Record of Materials, Supplies, and Labor Subletting or Assigning the Contract	•••
VII.	Subletting or Assigning the Contract	
VIII.	and a second to the contract of the contract o	
IX.	Falso Statements Concerning Highway Projects	
X.	MICHAEL BALL TO NOTE THE MEDICAL TO MICHAEL TO THE TRANSPORT TO MAIL T	
XI.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	***
XII.	Certification Regarding Use of Contract Funds for Lobbying	***

ATTACHMENTS

 Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4, and 7; Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
 - 6. Selection of Labor: During the performance of this contract, the contractor shall not:
- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take
affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630
and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23

U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:

- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in

excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who falls to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

- During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site
 work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract
 work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
- The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
- 5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

EXHIBIT C

WORK SCHEDULE

City of Atlanta Sidewalk Project Phase 2

STP-7626-00(010)

P. I. No. 762601

Plans available April 27, 2005

Advertise for bids May 1, 2005

Bid date June 7, 2005

Award contract August 9, 2005

Contract executed August 24, 2005

Pre-construction conference August 31, 2005

Commence construction/NTP September 12, 2005

Substantial completion January 10, 2006

Final inspection February 28, 2006

Punch List Complete July 31, 2006

EXHIBIT D

BUDGET ESTIMATE

EXHIBIT D

BUDGET ESTIMATE

City of Atlanta Sidewalk Project Phase 2

STP-7626-00(010)

P. I. No. 762601

COST		
By Locals		
By Locals		
\$2,719 \$17,400 \$10,513 \$3,444 \$11,419 \$10,694	Subtotal	\$56,189
\$1,013 \$8,896 \$4,210 \$3,415 \$4,079 \$3,862	Subtotal	\$25,475
\$2,610 \$25,230 \$15,225 \$10,875 \$21,750 \$21,750	Subtotal	\$97,440
\$17,540 \$171,775 \$107,868 \$83,578 \$157,226 \$164,570	Subtotal	\$702,557
\$870 \$6,525 \$6,300 \$4,200 \$6,300 \$5,880	Subtotal	\$30,075
	By Locals By Locals \$2,719 \$17,400 \$10,513 \$3,444 \$11,419 \$10,694 \$1,013 \$8,896 \$4,210 \$3,415 \$4,079 \$3,862 \$2,610 \$25,230 \$15,225 \$10,875 \$21,750 \$21,750 \$21,750 \$17,540 \$171,775 \$107,868 \$83,578 \$157,226 \$164,570 \$870 \$6,525 \$6,300 \$4,200 \$6,300	## Locals By Locals \$2,719 \$17,400 \$10,513 \$3,444 \$11,419 \$10,694 **Subtotal** \$1,013 \$8,896 \$4,210 \$3,415 \$4,079 \$3,862 **Subtotal** \$2,610 \$25,230 \$15,225 \$10,875 \$21,750 \$21,750 \$21,750 **Subtotal** \$17,540 \$171,775 \$107,868 \$83,578 \$157,226 \$164,570 **Subtotal** \$870 \$6,525 \$6,300 \$4,200 \$6,300 \$5,880

Erosion Control Land O' Lakes Drive West Wesley Road Harwell Road Bakers Ferry Road Niskey Lake Road	\$2,100 \$14,415 \$8,190 \$2,709 \$8,820 \$8,349	
Humphries Drive	Subtotal	\$44,583
Signs/ Striping Land O' Lakes Drive West Wesley Road Harwell Road Bakers Ferry Road Niskey Lake Road Humphries Drive	\$1,977 \$15,059 \$5,313 \$2,709 \$9,761 \$4,752	\$39,571
Grassing/Landscaping Land O' Lakes Drive West Wesley Road Harwell Road Bakers Ferry Road Niskey Lake Road Humphries Drive	\$350 \$2,100 \$2,100 \$1,400 \$2,100 \$2,100 \$2,100	\$10,150
Miscellaneous Land O' Lakes Drive West Wesley Road Harwell Road Bakers Ferry Road Niskey Lake Road Humphries Drive	\$1,022 \$9,940 \$6,510 \$4,990 \$9,373 \$9,432	\$41,267
TOTAL		\$1,047,307

Construction Cost Summary

Earthwork	\$56,189
Grading	\$25,475
Drainage	\$97,440
Concrete Work	\$702,557
Traffic Control	\$30,075
Erosion Control	\$44,583
Signs/ Striping	\$39,571
Grassing, Landscaping	\$10,150
Miscellaneous	\$41,267
Subtotal Construction Estimate	\$1,047,307
One Year of Inflation @ 5.00 %	\$52,365
10% E & C	\$104,730
Total Construction Estimate	\$1,204,402

EXHIBIT E

CIVIL RIGHTS COMPLIANCE CERTIFICATION

EXHIBIT E

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. <u>Compliance with Regulations:</u> The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The Contractor, with regard to the work 2. performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.
- 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
- 4. <u>Information and Reports:</u> The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- In the Sanctions for Noncompliance: event of the 5. with the nondiscrimination Contractor's noncompliance provisions of this contract, the State Department Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of this contract, in whole or in part.
- <u>Incorporation of Provisions:</u> The Contractor will include the 6. provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions The Contractor will take such issued pursuant thereto. action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF DRUG-FREE WORKPLACE

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

repres	reby certify that I am sentative of <u>City of Atlanta</u>	a principle	whose address is
	rinity Avenue, SW, Atlanta, GA 30335		and it is also
that:			
(The provisions of Section Official Code of Georg "Drug-Free Workplace Act" and,	ia Annotated,	relating to the
2.	A drug-free workplace will employees during the pe	ll be provided rformance of	for the sponsor's the contract; and,
•	Each subcontractor hired be ensure that the subcontrology drug-free workplace. The subcontractor the following of the subcontracting agree	actor's employ e SPONSOR shal g written cert:	ees are provided a .l secure from that
]] ;	certifies to the SPONSOR of provided for the subcomperformance of this contributes subsection (b) of the Of Section 50-24-3"; and,	ntractor's emp act pursuant 1	ployees during the to paragraph (7) of
1	It is certified that the unlawful manufacture, so possession, or use of a during the performance of	ale, distribut controlled sub	tion, dispensation,
*	Date	Si	gnature

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT G

SPONSOR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND

OTHER RESPONSIBILITY MATTERS

I hereby	certify	that I ar	n the $_$			
and	duly	authori	ized	represent	ative	of
The City o	of Atlanta			_, whose	address	is
55	Trinity Ave	enue, SW, Atlanta	, GA 30335			and
I certif	y that	I have re	ead and	understand	the atta	ched
instructi	ons and	that to the	e best (of my knowle	dge and be	lief
the firm	and its	representat	ives:			

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- b. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- d. Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- e. That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies

available	to	the	Georgia	Department	οf	Transportation	and	Federal
Government								

I f	urther	ackno	wledge	that	this	certif	icate	is to	be fur	nishe	d to
	e Georgi										
Agr	reement	invol	ving	partic	ipatio	on of	Federa	al-Aid	Highwa	ay Fu	ınds,
and	l is sub	oject :	to app	licabl	e Sta	te and	Federa	al law:	s, both	crim	uinal
and	d civil.										

Do # 0		10001
Date		(Dear

Instructions for Exhibit G Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORs)

- 1. By signing and submitting this contract the SPONSOR is providing the certification set out in Exhibit G.
- 2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
- 3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
- 4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

- 7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT H

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the and duly authorized representative of the firm of
, whose address is
, and I certify that I have read and
understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:
 (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, ir connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.
Date(Seal)

INSTRUCTIONS

Instructions for Appendix H Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --- Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix H.
- The certification, Appendix H, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or

voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligilibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Department or Agency may pursue available remedies, including suspension and/or debarment.

EXHIBIT I

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

EXHIBIT I

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

	4		
Date		Commissioner	

EXHIBIT J

CERTIFICATION OF CITY OF ATLANTA

EXHIBIT J

CERTIFICATION OF CITY OF ATLANTA

I her	eby certify authorized	that I	am the	of	The Cit	y of Atlant	a		and
<u>aury</u>	authorized	_ whose	address	is	55 Trin	nity Avenue, hereby	SW Atlanta, certify	GA to	30335 the
best o	of my knowled	ige and b	elief th	nat:					

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- a. employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above SPONSOR) to solicit or secure this agreement.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above SPONSOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date	Signature

Legislative White Paper

Committee of Purview: CITY UTILITIES COMMITTEE

Caption

AN ORDINANCE AMENDING THE 2005 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS TRANSPORTATION ENHANCEMENT FUNDS IN THE AMOUNT OF NINE HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$957,600.00) FO RTHE PURPOSE OF FUNDING CONSTRUCTION EXPENSES FOR PHASE II SIDEWALKS AT SIX (6) SCHOOL LOCATIONS; AND FOR OTHER PURPOSES.

Council Meeting Date:

April 18, 2005

Legislation Title:

Amending 2005 (Intergovernmental Grant Fund) Budget

Requesting Dept.:

Public Works

Contract Type:

Ordinance

Source Selection:

Not Applicable

Bids/Proposals Due:

None

Invitations Issued:

None

Number of Bids/

None

Proposals Received:

None

Bidders/Proponents:

None

Justification Statement:

Funding amount: \$957,600.00

Background:

To accept federal grant funding from the Georgia Department of Transportation for the construction of the Phase II Sidewalk at six

(6) school locations (Impacted Districts: 7, 8, 9, 10, 11, 12)

Fund Account Center:

(1B02) M23F0376AUA0

Source of Funds:

(Federal) Georgia Department of Transportation

Fiscal Impact:

None

Term of Contract:

Not Applicable

Method of Cost Recovery:

Not Applicable

Approvals:

DOF:

Grants Accounting

DOL:

Prepared By:

Dawn Riley

Contact Number:

404-330-6581

TRANSMITTAL FORM FOR LEGISLATION

To:	Greg	Pridgeon, Office of	the Mayor			
From:	Depa	artment of Public \	Works		nes): Joyce Vance/1 Ext. 6739	
		ner's Signature: (s) of Purview: Ci		Manager's Si	gnature: <u>Madely</u> Deadline: 2/28/2	nMSiast 005
		Meeting Date(s):		City Council	Meeting Date: 4	/18/2005
CAPTION: AN ORDINANCE AMENDING THE 2005 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS TRANSPORTATION ENHANCEMENT FUNDS IN THE AMOUNT OF NINE HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED DOLLARS (\$957,600.00) FOR THE PURPOSE OF FUNDING CONSTRUCTION EXPENSES FOR PHASE II SIDEWALKS AT SIX (6) SCHOOL LOCATIONS; AND FOR OTHER PURPOSES.						
BACKGROUND/PURPOSE/DISCUSSION: To accept federal grant funding from the Georgia Department of Transportation for the construction of the Phase II Sidewalk at six (6) school locations. (Impacted Districts: 7,8,9,10,11,12) FINANCIAL IMPACT (if any): Department of Transportation (1B02) Federal Entitlements Grant						
2						
Mayo	or's S	taff Only		······	<i>QX</i>	**********
Rece	eived	by Mayor's Office:	(Date)	Reviewe	d by: (In/tials)	(Date)
		d to Council:	(Date)			
Action by Committee: Approved Adversed Held Amended						
		Subst	titute Referr	ed Othe	er	

AN ORDINANCE

BY: CITY UTILITIES COMMITTEE

AN ORDINANCE AMENDING THE 2005 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS FUNDS IN THE AMOUNT OF \$160,000.00 BY THE DEPARTMENT OF PUBLIC WORKS FOR THE PURPOSE OF FUNDING SIDEWALK CONSTRUCTION FOR THE COLLIER ROAD SIDEWALK PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor of the City of Atlanta has entered into an Agreement with the Georgia Department of Transportation for the purpose of funding construction of sidewalks Project CM-0000-00(611), Fulton County, PI Number 0000611; and,

WHEREAS, the City of Atlanta desires to provide safe and accessible sidewalk access along Collier Road; and,

WHEREAS, the Georgia Department of Transportation has allocated to local jurisdictions by Atlanta Regional Commission through the transportation improvement program process, funds to provide 80% of the estimated project construction cost of for an amount not to exceed \$160,000.00; and,

WHEREAS, the City of Atlanta has and met its local match by appropriating and spending local fund sources for the project listed in this ordinance; and,

WHEREAS, projects must be fully funded prior to the reimbursement from the Georgia Department of Transportation in order to execute contracts for construction; and,

WHEREAS, the leveraged Transportation federal entitlement funds totaling \$160,000.00 have been approved and committed to the City of Atlanta through the Georgia Department of Transportation fiscal year budget program.

WHEREAS, the Budget Commission of the City of Atlanta has recommended increasing estimated receipts in the 2005 (Intergovernmental Grant Fund) Budget by \$160,000.00; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

SECTION 1: That the 2005 (Intergovernmental Grant Fund) Budget is hereby amended as follows:

CI

ADD TO ANTICIPATIONS

1B02 J53X0210AUB0 631101 Georgia Department of Transportation Enhancement Agreements - State of Georgia Grant Entitlements \$<u>160,000.00</u>

ADD TO APPROPRIATIONS

1B02 M65F0360AUB0 7***** Collier Road Sidewalk Project

\$160,000.00

SECTION 2: That the funds will be used in combination with the Transportation Improvements Program as administered by the Georgia Department of Transportation.

SECTION 3: That the Mayor is authorized to enter into a contract for the construction of the project listed in this ordinance.

SECTION 4: That all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

Legislative White Paper

Committee of Purview: CITY UTILITIES COMMITTEE

Caption

AN ORDINANCE AMENDING THE 2005 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS TRANSPORTATION ENHANCEMENT FUNDS IN THE AMOUNT OF ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) FOR THE PURPOSE OF FUNDING CONSTRUCTION EXPENSES FOR THE COLLIER ROAD SIDEWALK PROJECT; AND FOR OTHER PURPOSES.

Council Meeting Date:

April 18, 2005

Legislation Title:

Collier Road Sidewalk Project

Requesting Dept.:

Public Works

Contract Type:

Ordinance

Source Selection:

Not Applicable

Bids/Proposals Due:

None

Invitations Issued:

None

Number of Bids/

None

Proposals Received:

None

Bidders/Proponents:

None

Justification Statement:

For the purpose of funding construction expenses for the Collier

Road Sidewalk Project.

Background:

To accept federal grant funding from the Department of

Transportation for the construction of the Collier Road Sidewalk

Project. (Impacted District: 8)

Fund Account Center:

(1B02) M65F0360AUB0

Source of Funds:

Georgia Department of Transportation

Fiscal Impact:

Term of Contract:

Not Applicable

Method of Cost Recovery: Not Applicable

Approvals:

DOF:

Grants Accounting

DOL:

Prepared By:

Dawn Riley

Contact Number:

404-330-6581

TRANSMITTAL FORM FOR LEGISLATION

To: G	reg Pridgeon, Office of the Mayor	
From: D	epartment of Public Works	Contact (Names): Joyce Vance/Dawn Riley Ext. 6739
Commis	sioner's Signature:	Manager's Signature: fordla faring
Commit	tee(s) of Purview: City Utilities	Committee Deadline: 2/28/2005
Commit	tee Meeting Date(s): 3/15, 3/29	City Council Meeting Date: 4/18/2005
CAPTIO	BUDGET BY ADDING TO ANTICIPATION OF THE AMOREMENT FUNDS IN THE AMOREMENT FUNDS IN THE AMOREMENT (\$160,000,000). FOR THE	2005 (INTERGOVERNMENTAL GRANT FUND) ONS AND APPROPRIATIONS TRANSPORTATION OUNT OF ONE HUNDRED SIXTY THOUSAND PURPOSE OF FUNDING CONSTRUCTION SIDEWALK PROJECT; AND FOR OTHER
BACKGI Departn District:	nent of Transportation for the construction	ecept federal grant funding from the Georgia of the Collier Road Sidewalk Project. (Impacted
FINANC	IAL IMPACT (if any): Department of Trans	sportation (1B02) Federal Entitlements Grant
Mayor's	Staff Only	Q.z.
	ed by Mayor's Office: 3.3.05 (Date)	Reviewed by: (Initials) (Date)
Submit	ted to Council: (Date)	
Action	by Committee: Approved Advers	ed Held Amended
	Substitute Referr	ed Other

05- 🕖 -0487

AN ORDINANCE BY: CITY UTILITIES COMMITTEE

AN ORDINANCE AMENDING THE 2005 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS FUNDS IN THE AMOUNT OF \$500,000.00 BY THE DEPARTMENT OF PUBLIC WORKS FOR THE PURPOSE OF FUNDING SIDEWALK CONSTRUCTION ALONG NORTH HIGHLAND /VIRGINIA AVENUES STREETSCAPE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor of the City of Atlanta has entered into an Agreement with the Georgia Department of Transportation for the purpose of funding construction of sidewalks Project CM-0001-00(895), Fulton County, PI Number 0001895; and,

WHEREAS, the City of Atlanta desires to provide a safe and friendly corridor accessible to the public; and,

WHEREAS, the Georgia Department of Transportation has allocated to local jurisdictions by Atlanta Regional Commission through the transportation improvement program process, funds to provide 80% of the estimated project construction cost of for an amount not to exceed \$500,000.00; and,

WHEREAS, the City of Atlanta has and met its local match by appropriating and spending local fund sources for the project listed in this ordinance; and

WHEREAS, projects must be fully funded prior to the reimbursement from the Georgia Department of Transportation in order to execute contracts for construction; and,

WHEREAS, the leveraged Transportation federal entitlement funds totaling \$500,000.00 have been approved and committed to the City of Atlanta through the Georgia Department of Transportation fiscal year budget program.

WHEREAS, the Budget Commission of the City of Atlanta has recommended increasing estimated receipts in the 2005 (Intergovernmental Grant Fund) Budget by \$500,000.00; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

SECTION 1: That the 2005 (Intergovernmental Grant Fund) Budget is hereby amended as follows:



ADD TO ANTICIPATIONS

1B02 J53X0210AUB0 631101 Georgia Department of Transportation Enhancement Agreements - State of Georgia Grant Entitlements \$500,000.00

ADD TO APPROPRIATIONS

1B02 M65F0374AUCO 7***** N Highland /Virginia Avenues Streetscape

\$500,000.00

SECTION 2:

That the funds will be used in combination with the Transportation Improvements Program as administered by the Georgia Department of Transportation.

SECTION 3:

That the Mayor is authorized to enter into a contract for the construction of the project listed in this ordinance.

SECTION 4:

That all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

Legislative White Paper

Committee of Purview: CITY UTILITIES COMMITTEE

Caption

AN ORDINANCE AMENDING THE 2005 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS TRANSPORTATION ENHANCEMENT FUNDS IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) FOR THE PURPOSE OF FUNDING CONSTRUCTION EXPENSES FOR THE NORTH HIGHLAND/VIRGINIA AVENUES STREETSCAPE PROJECT; AND FOR OTHER PURPOSES.

Council Meeting Date:

April 18, 2005

Legislation Title:

North Highland/Virginia Avenues Streetscape Project

Requesting Dept.:

Public Works

Contract Type:

Ordinance

Source Selection:

Not Applicable

Bids/Proposals Due:

None

Invitations Issued:

None

Number of Bids/

None

Proposals Received:

None

Bidders/Proponents:

None

Justification Statement:

For the purpose of funding construction expenses for the North

Highland/Virginia Avenues Streetscape Project.

Background:

To accept federal grant funding from the Department of Transportation for the construction of the North Highland/Virginia Avenues Streetscape Project. (Impacted

District: 6)

Fund Account Center:

(1B02) M65F0374AUC0

Source of Funds:

Georgia Department of Transportation

Fiscal Impact:

Term of Contract:

Not Applicable

Method of Cost Recovery:

Not Applicable

Approvals:

DOF:

Grants Accounting

DOL:

Prepared By:

Dawn Riley

Contact Number:

404-330-6581

TRANSMITTAL FORM FOR LEGISLATION

To: Greg Pridgeon, Office of t	he Mayor		
From: Department of Public W	orks	Ext	ce Vance/Dawn Riley . 6739
Commissioner's Signature:		Manager's Signature	: Sandra Jennings y
Committee(s) of Purview: City	V Utilities	Committee Deadline	: 2/28/2005
Committee Meeting Date(s):	3/15, 3/29	City Council Meeting	g Date: 4/18/2005
ENHANCEMENT FU	IG TO ANTICIPATION INDS IN THE AMOUN THE PURPOSE OF	OS (INTERGOVERNME S AND APPROPRIATION T OF FIVE HUNDRED ' FUNDING CONSTRUCT STREETSCAPE PROJE	NS TRANSPORTATION THOUSAND DOLLARS TION EXPENSES FOR
BACKGROUND/PURPOSE/DIS Department of Transportation Avenues Streetscape Project. (In FINANCIAL IMPACT (if any): D	for the construction apacted District: 6)	i sidewalks for the No	rtii Higiliand/viigilila
FIRMING IMPLIES (- Imp, -			
Mayor's Staff Only			A
Received by Mayor's Office:	3. 3.05 (Date)	Reviewed by: (In	tials) (Date)
Submitted to Council:	(Date)		
Action by Committee: Appro-	vedAdversed	Held	Amended
Salasita	to Deferred	Other	

AN ORDINANCE BY: CITY UTILITIES COMMITTEE

AN ORDINANCE AMENDING THE 2005 (2000 QUALITY OF LIFE BOND FUND) BUDGET IN THE AMOUNT OF \$50,000.00 BY TRANSFERRING FUNDING FROM THE SPEED HUMP INSTALLATION PROJECT TO THE TRAFFIC CALMING MEASURES, DISTRICT 5 PROJECT FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR A TRAFFIC STUDY WITHIN THE KIRKWOOD NEIGHBORHOOD; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has undertaken a series of Capital Improvement Projects within the Department of Public Works; and

WHEREAS, these projects are to be funded using 2000 Quality of Life Bond Funds; and

WHEREAS, the community and the councilmember for District 5 have expressed a need for a traffic study to be completed along the Kirkwood neighborhood from Dekalb Avenue on the north, Rogers Street/Montgomery Street on the west, Memorial Drive on the south (with a small section south of Memorial Drive between Eastside Avenue, Wilkinson Drive and I-20) and Mellrich Avenue/Winter Avenue on the east; and

WHEREAS, this traffic study is to assess the availability of and demand for on-street and off-street parking for residents, guest and users of the neighborhood's commercial services, churches and green spaces, pedestrian access throughout the neighborhood, and current traffic circulation within the neighborhood, notably the ability of emergency vehicles and city service vehicles to gain access within the area as necessary; and

WHEREAS, the Department of Public Works in agreement with the Councilmember representing District 5 would like to complete this traffic study as soon as possible and is willing to redirect funds from the Speed Hump Installation program for this purpose; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the 2005 (2000 Quality of Life Bond Fund) Budget be and hereby is amended as follows.

TRANSFER FROM APPROPRIATIONS

1C45 774001 M41G015092BG

Speed Hump Installations, District 5

\$50,000,00

TRANSFER TO APPROPRIATIONS

1C45 774001 M41G016292BG

Traffic Calming Measures, District 5

\$50,000.00

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

CH

NEXT	FUNCTI	ON:		- 2	ACT:	ION:									
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ACCT DESC: FAC. OTHER THAN BUILDINGS ONTO ATTRICT 5 LAST ACTIVITY: 02/22/ CNTR DESC: TRAFFIC CALMING MEASURES, DISTRICT 5 LAST ACTIVITY: 02/22/	0.00 2005
34,600.00 (ALLOTMENT) 34,600.00 (ALLOTMEN 0.00 (COMMITMENT) - 0.00 (COMMITME 34,600.00 (ENCUMBRANCE) - 34,600.00 (ENCUMBRA 0.00 (EXPENDITURE) - 0.00 (EXPENDIT	NT NCE
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Legislative White Paper

Committee of Purview: CITY UTILITIES COMMITTEE

Caption

AN ORDINANCE AMENDING THE 2005 (2000 QUALITY OF LIFE BOND FUND) BUDGET IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) BY TRANSFERRING FUNDING FROM THE SPEED HUMP INSTALLATION PROJECT TO THE TRAFFIC CALMING MEASURES, DISTRICT 5 PROJECT FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR A TRAFFIC STUDY WITHIN THE KIRKWOOD NEIGHBORHOOD; AND FOR OTHER PURPOSES.

Council Meeting Date:

April 18, 2005

Legislation Title:

Kirkwood Neigborhood Traffic Study

Requesting Dept.:

Public Works

Contract Type:

Ordinance

Source Selection:

Not Applicable

Bids/Proposals Due:

None

Invitations Issued:

None

Number of Bids/

None

Proposals Received:

None

Bidders/Proponents:

None

Justification Statement:

Due to the immediate need to conduct a traffic study within the Kirkwood neighborhood, funds are being redirected from Speed Hump Installations to the Traffic Calming Measures in agreement

with the district representative(s).

Background:

To provide funds to conduct a traffic study to assess the general availability of and demand for on-street and off-street parking for residents, guests and users of the neighborhood business district.

(Impacted District: 5)

Fund Account Center:

(1C45) M41G015092BG

Source of Funds:

Speed Hump Installations, CD-5

Fiscal Impact:

Term of Contract:

Not Applicable

Method of Cost Recovery: Not Applicable

Approvals:

Not Applicable

DOF: DOL:

Prepared By: Dawn Riley

Contact Number: 404-330-6581

TRANSMITTAL FORM FOR LEGISLATION

To: Greg Prid	geon, Office of the May	or			
From: Departme	ent of Public Works		Contact (Names)		
Commissioner's	Signature:		Manager's Signa	ture: Madelyvi	Myrant
Committee(s) of	Purview: City Utilit) ies	Committee Dead	line: 2/28/20	05
Committee Mee	ting Date(s): 3/15, 3	3/29	City Council Me	eting Date: 4/	18/2005
BUD TRAI THE PRO NEIC	ORDINANCE AMENDINGET IN THE AMOUNTERRING FUNDING TRAFFIC CALMING MATERIAL SUPPLICIENT IN THE CHBORHOOD; AND FOR	INT OF FIFTY FROM THE S MEASURES, DIS FUNDS FOR A OR OTHER PUR	THOUSAND DO SPEED HUMP INS STRICT 5 PROJEC TRAFFIC STUDY POSES.	OLLARS (\$30,0 STALLATION PRO CT FOR THE PU WITHIN THE K	OJECT TO RPOSE OF IRKWOOD
the general avail users of the neig	PURPOSE/DISCUSSION (PURPOSE/DISCUSSION PORTION PORTION PROPERTIES AND PROPERTIES AND PURPOSE PURPOSE (PURPOSE PURPOSE	for on-street ar strict. (Impacted	d on-street parkii l District: 5)	ct a traffic study ng for residents,	y to assess guests and
FINANCIAL IMP	PACT (if any): (1C45) Q	uality of Life B	ond Fund		
Mayor's Staff O	niy		,	·········/1'X'''	
Received by Ma	ayor's Office:	∑8.0√ Ø ((Date)	Reviewed by:	(Initials)	(Date)
Submitted to C	council:	(Date)			
Action by Com	mittee: Approved	Adversed	Held	Amended	
	Substitute	Referred	Other		

AN ORDINANCE BY CITY UTILITIES COMMITTEE

AND WATER 2005 (2001 THE AMENDING **BUDGET** TO FUND) WASTEWATER BOND TRANSFER FUNDS FROM COMPLETED SEWER GROUP I REHABILITATION WORK IN THE AMOUNT OF \$10,000,000.00 TO THE RESERVE FOR APPROPRIATIONS ACCOUNT TO BE USED FOR THE CONSENT DECREE OR CONSENT ORDER PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, the City owns and operates a wastewater collection and treatment system; and

WHEREAS, the City has entered into a consent decree that requires certain improvements be made to the collection and treatment systems by the dates specified in the Consent Decree; and

WHEREAS, the Sewer Group I Rehabilitation Project was completed below budget; and

Whereas, there are excess funds remaining on the Sewer Group I Rehabilitation Project; and

WHEREAS, these funds shall be transferred to the Reserve for Appropriations Account to facilitate the use of these funds for other Consent Decree or consent order projects; and

WHEREAS, these funds shall be transferred to the SSES Groups 2 & 3 to provide needed funding for the SSES project.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA as follows:

SECTION 1: That the 2005 (2001 Water and Wastewater Bond Fund) Budget be and is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

2J27 774001 Q38I02839999	Sanitary Sewer Main Installation Facilities Other Than Buildings	<u>\$10,000,000.00</u>
	TRANSFER TO APPROPRIATIONS	
2J27 791001 T11001	2001 Water and Wastewater Bond Fund Reserve for Appropriations	<u>\$10,000,000.00</u>



TRANSFER FROM APPROPRIATIONS

2J27 T11001 791001

2001 Water and Wastewater Bond Fund

Reserve For Appropriations

\$ 10,000,000.00

TRANSFER TO APPROPRIATIONS

2J27 Q38I02979999

774001

SSES Sewer Groups 2 & 3

Facilities Other Than Buildings

\$10,000,000.00

TOTAL

\$ 10,000,000.00

<u>Section 2</u>: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

REPROGRAMMING CAPITAL IMPROVEMENT FUNDS

GENERAL INFOR	MATION
Department Name:	Department of Watershed Management
Requested By:	George Barnes
Request Date:	February 3, 2005
Project Name:	04.17.001 - Sewer Group 2 - SSES
Reason for Request	ng. re
forward. The scope of Group Two in order to	for the all contracts associated with Sewer Group 2 – SSES is moving of work has expanded to include work anywhere in the City outside Sewer to facilitate growth development throughout the City and to satisfy the First Amended Consent Decree.
Sewer Group 1 Reh, work for Sewer Grou	e advanced SSES work. This request is for reprogramming of funds from the from the 2001 Bond. These funds are no longer required since the Rehab p 1 was completed early via the Small Diameter Contract, to facilitate growth the requirements of the First Amended Consent Decree.
then to move it to n	nove funds from Sewer Group 1 Rehab to Reserve for Appropriations new cost center in 2J27for Sewer Group 2 – SSES. Sewer Group 2 will be cond sources (2J27 and 2J28).
ORIGINAL PROJE	СТ
Project Name:	Sewer Group 1 Rehab
WBS No.:	04.16.200
Fund No.:	2J27
Account No.:	574001
Center Number:	Q38I02739999
Original Amount:	\$10,000,000 Current Free Balance \$10,000,000
Amount to be Repro	grammed: \$10,000,000
Project Scope:	
Sewer System Evaluation projects will address the	itate the sanitary sewers in Sewer Group 1 which have been identified under the on Survey (SSES) as needing rehabilitation. The Sewer Group Rehabilitation vast majority of defects in the smaller diameter sewers (i.e. 18-inches and less).

This work will be supplemented with the Small Diameter Sewer Rehabilitation annual contract.

Under this project small diameter sewers will be rehabilitated by cured-in-place pipe lining techniques, pipe bursting, horizontal directional drilling and conventional excavation. Manholes will also be rehabilitated under this contract. The ability to install of house connection clean-outs and to rehabilitate

pipe bursting, horizontal directional drilling and conventional excavation. Manholes will also be rehabilitated under this contract. The ability to install of house connection clean-outs and to rehabilitate laterals is also included in this Contract although broad implementation of this type of work will require a policy decision by the City.

This work is for 52 sewersheds with 287 miles or 1,516,000 of rehab of the sewer collection system.



REPROGRAM FUNDS TO NEW PROJECT:

New Project to be	Funded:
Project Name:	Sewer Group 2 & 3 - SSES
WBS No.	04.17.001
Fund No.:	2J27
Account No.:	574001
Center Number:	Q38I02979999 (To be built in 2J27)
Amount to be Repr	ogrammed: \$10,000,000
Scope of Work:	
Repair minor deficition well as to eliminate sister for the limited perform Sewer Group 2 composystem. Sewer Group collection system.	dimensions. 3. Assess the condition of all components of the sanitary sewer systemencies which require immediate attention to further the completeness of the survey a gnificant infiltration/ex-filtration leaks where feasible. (Although this contract provide nance of minor repairs its primary function is information gathering. rises 51 Sewersheds with a total of 335 miles or 1,768,000 feet of sewer collection of 3 comprises 50 sewersheds with a total of 270 miles or 1,426,000 feet of sewer advanced SSES work throughout the City and outside of Sewer Group 2, to facility roughout the City.

PROJECT DEFINITION STATEMENT PURPOSE: TO PRODUCE INITIAL PROJECT SCHEDULE AND MASTER CIP BUDGET

WBS No.:	04.17.001	Consen	t Decree:	Yes X No				
Project Name	e: Sewer Group 2	ects						
Requested B	y: Lowell Chambo	ers	Requested D	ate: 08/30/04				
Project Start	Date:2004	· · · · · · · · · · · · · · · · · · ·	Project End I	Date:2006				
Watershed D	epartment: x V	Vastewater	Water	Stormwater				
Consent Req	uirements & Dates:							
Locations:	Locations: Basin (s)							
	Council District (s)	_ ALL						
	NPU (s)	_ ALL						
Schedule Issu	ies:							
Permitting Is	sues:							
Priority:	#1 - Consent Decree (C	CSO)						
X	x #2 - First Amended Consent Decree (SSO)							
	#3 - Regulatory or Contract Compliance (Wastewater)							
	#4 - System Renewal o	r Operationa	l Reliability (Wastewater)				
	#5 - Consent Decree (V	Vater)						
	#6 - Regulatory or Con	tract Compli	ance (Water)					
1	#7 – System Renewal o	r Operationa	l Reliability (Water)				
Funded:	Yes	No	Funding Sour	rce:Partial				
Contract Type	<u>.</u>	····						
Traditional	x Design Build		Other					
Project Type:								
	CSO Separation	CSO C	apacity Relief					
	SSO Rehab Project	SSO Re	placement/Re	elief				
	Facility Upgrade	Forcem	ain					
	Water Treatment	Transm	nission & Dist	ribution				
	Source of Supply	Distrib	ution Storage					
	Service Lines	Meters						
	OtherSanitary Sev	— ver Evaluatio	n Study					



PROJECT DEFINITION STATEMENT

PURPOSE: TO PRODUCE INITIAL PROJECT SCHEDULE AND MASTER CIP BUDGET

Project Description (scope and quantities):

Under this project a Sewer System Evaluation Survey (SSES) will be performed in Sewer Group 2 and 3. The work includes physically inventorying and determining the condition of the sanitary sewer system as described below:

1. Locate all components of the sanitary sewer system and expose them for accessibility. This includes raising buried and paved over manholes. This also includes repairing collapsed sewer pipes to allow inspection to continue to completion. 2. Inventory all components of the sanitary sewer system and measure the physical dimensions. 3. Assess the condition of all components of the sanitary sewer system. 4. Repair minor deficiencies which require immediate attention to further the completeness of the survey as well as to eliminate significant infiltration/ex-filtration leaks where feasible. (Although this contract provides

Sewer Group 2 comprises 51 Sewersheds with a total of 335 miles or 1,768,000 feet of sewer collection system. Sewer Group 3 comprises 50 sewersheds with a total of 270 miles or 1,426,000 feet of sewer collection system.

for the limited performance of minor repairs its primary function is information gathering.

Justification:

The SSES Program identifies the problems in the system to be tackled by the Rehabilitation, Relay or Relief Contracts which will follow the SSES work. The information gathered is extremely accurate allowing the City not only to design all its future Rehabilitation Contracts in-house, but also to complete the sanitary sewer layer for GIS mapping and correctly populate the Hansen work-order system as well as the City's Flow Modeling program. This work is required as part of the First Amended Consent Decree (FACD), (Paragraph VIII.C.7).

Project Funding:

Funding is from 2J27 and 2J28	

Project Costs Breakdown:

Total	Capital:	\$26,400,000_
-------	----------	---------------

Project Costs	Total Capital	2004	2005	2006	2007	2008
Land (571001)						
Easements (572001)				· · · · · · · · · · · · · · · · · · ·		
Facilities Other Than Buildings (574001)	\$26,400,000	**************************************	\$26,400,000			
Consultant/Pr of. Services (524001)						
Total	\$26,400,000		\$26,400,000			

Department	Approval:
------------	-----------

And Watershed Approval:

SHIP

Date:

Date: $\frac{\partial}{\partial f}$

BUZZ S 2J27 774001 FUND 2001 WATER ACCOUNT FAC. OTHER CENTER SEWER GROUP	& WAST	EWATER BON	D FUND	* * H I PRIOR YEA YBLST ACT LSTYR ACT	STORY * * ARS EXPENDITURES 0.00 0.00
			I		
CURRENT REQUESTED		CURRENT R	ECOMMENDED	LAST Y	YEARS BUDGET
REQ BASIC	0.00	REC BASIC	0.00	REQ BAS	0.00
REQ P/C 1	0.00	REC P/C 1	0.00	REQ P/C	0.00
REQ P/C 2	0.00	REC P/C 2	0.00	TOTAL	0.00
REQ P/C 3	0.00	REC P/C 3	0.00	INIT BGT	6,702,712.00
REQ P/C 4	0.00	REC P/C 4	0.00		
REQ P/C 5	0.00	REC P/C 5	0.00	CURRENT	YEAR BUDGET
P/C TOT	0.00	P/C TOT	0.00	BAL FWD	10,000,000.00
REQ TOTAL	0.00	REC TOTAL	0.00	INIT BGT	0.00
				NET ADJ	0.00
		REC APFWD	0.00	TOTAL	10,000,000.00
ESTIMATED EXPENDITU	JRES			 CURRENT YE	CAR EXPENDITURES
6MO ACT	0.00	9MO ACT	0.00	NET EXP	0.00
6MO EST	0.00	3MO EST	0.00	NET ENC	0.00
TOTAL	0.00	TOTAL	0.00	NET COMM	0.00
EST TOT	0.00	EST BAL	10,000,000.00	CURR BAL	10,000,000.00 050207083509

SEWER GROUP I Legislative White Paper

Committee of Purview: City Utilities Committee

AN ORDINANCE AMENDING THE 2005 (2001 WATER AND WASTEWATER BOND FUND) BUDGET IN THE AMOUNT OF TEN MILLION DOLLARS AND NO CENTS (\$10,000,000.00) TO TRANSFER FUNDS FROM THE RESERVE FOR APPROPRIATIONS FOR THE RE-BID OF THE SANITARY SEWER REPAIR ANNUAL CONTRACT IN ASSOCIATION WITH THE FIRST AMENDED CONSENT DECREE AND FOR OTHER PURPOSES. BUDGET TO TRANSFER FUNDS FROM COMPLETED SEWER GROUP I REHABILITATION WORK IN THE AMOUNT OF TEN MILLION DOLLARS AND NO CENTS (\$10,000,000.00) TO THE RESERVE FOR APPROPRIATIONS ACCOUNT TO BE USED FOR OTHER CONSENT DECREE OR CONSENT ORDER PROJECTS; AND FOR OTHER PURPOSES.

March 21, 2005 **Council Meeting Date:**

SEWER GROUP I Legislation Title:

Department of Watershed Management Requesting Dept.:

N/A Contract Type: N/A Source Selection: N/A Bids/Proposals Due: N/A **Invitations Issued:** N/A Number of Bids/: N/A **Proposals Received:** N/A Bidders/Proponents:

Justification Statement:

This legislation permits the Sewer Group I Rehabilitation funds shall be transferred to the Reserve For Appropriations Account to facilitate the use of these funds for other consent decree or consent order project and the funds to be transferred to the SSES Groups 2 &3 to provide needed funding for the SSES project.

Background:

Sewer Group I Rehabilitation Project was completed below budget and there are excess funds remaining on the Sewer Group I Rehabilitation Project.

Fund Account Center:

2001 Water and Wastewater Bond Fund 2J27 791001

Reserve for Appropriations T11001

774001 Sanitary Sewer Main Installation 2J27

Facilities Other Than Buildings Q38I02839999

Excess funds remaining on the Sewer Group I Rehabilitation Project. Source of Funds:

\$10,000,000.00 will be transferred between accounts. **Fiscal Impact:**

N/A **Term of Contract:**

Method of Cost Recovery: N/A

Approvals: DOF:

DOL:

Prepared By: Pati McMahon

Contact Number: (404) 691-2063 ext 19

TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office:	GREG PRIDGEON
(for review	ew and distribution to Executive Management)
Commissioner Signature: Robert	Nuntu Director Signature: D 6 May 10 10 10
From Originating Dept: DWN	Contact (Name): Pati Mc Mahon Committee Deadline: Feb 28,2005
- / Chamiana City Hti	lities Committee Deadline: feb 18,2003
Committee Meeting Date(s) Mon	11 15, 20 5 City Council Meeting Date: March 21, 2005
<u>CAPTION</u> :	
An Ordinance amending the 2 \$10,000,000 to transfer funds f consent decree projects	005 (2001 Water and Wastewater Bond Fund) Budget in the amount of rom completed Sewer Group I Rehabilitation work to be used for other
scope of work has expanded to inc growth development throughout the ordinance will reprogram funds fr The Sewer Group I work was con	ontracts associated with the Sewer Group Two to facilitate clude work anywhere within the City outside of Sewer Group Two to facilitate he City and to satisfy the requirements of the First Amended Consent Decree. This om the Sewer Group I Rehabilitation to provide advanced funding for SSES work. Applete early via the Small Diameter Contract.
FINANCIAL IMPACT (if any)	
Fund Account Center number 2 \$10,000,000. These funds will number 2J27 791001 T11001.	the 2001 Water and Wastewater Bond Fund, Sewer Group I Rehabilitation Project, 127 774001 Q38I02739999 (Facilities Other Than Buildings) in the amount of be transferred to the Reserve for Appropriations Account, Fund Account Center In addition, Funds are being transferred from the Reserve for Appropriations Number 2J27 791001 T11001 to the SSES Sewer Groups 2 & 3 Project, Fund 4001 Q38I02979999 in the amount of \$10,000,000.00
Mayor's Staff Only	
Received by Mayor's Office:	3.1.05 Q Reviewed:
Submitted by Council:	
Action by Committee:	_ Approved Adverse Held Amended
	Substitute Referred Other

AN ORDINANCE BY CITY UTILITIES COMMITTEE

AN ORDINANCE AMENDING THE 2005 (2001 WATER AND WASTEWATER BOND FUND) BUDGET IN THE AMOUNT OF TEN MILLION **DOLLARS AND NO CENTS (\$10,000,000.00) TO** TRANSFER FUNDS FROM THE RESERVE FOR APPROPRIATIONS FOR THE RE-BID OF THE ANNUAL REPAIR **SEWER SANITARY** CONTRACT IN ASSOCIATION WITH THE FIRST AMENDED CONSENT DECREE AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta owns and operates a wastewater treatment and collection system; and

WHEREAS, the pipeline replacement annual contract is currently being re-bid; and

Whereas, the annual contract includes the replacement of sewer mains from 8" diameter to 36" diameter, manhole replacement, jack-n-bore, pipe bursting, aerial creek crossings, CCTV inspection, heavy and light cleaning, by-pass pumping, pavement restoration, curb and sidewalk repair, landscape restoration and various other related pipeline replacement work: and

WHEREAS, funds are needed to be-bid the pipeline replacement annual contract for Sanitary Sewer Main Installation in various locations throughout the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA as follows:

Section 1:

That the 2005 (2001 Water and Wastewater Bond Fund) Budget be and is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

2001 Water and Wastewater Bond Fund 2J27 791001 \$10,000,000.00 Reserve for Appropriations T11001

TRANSFER TO APPROPRIATIONS

Sanitary Sewer Main Installation 2J27 774001 \$10,000,000.00 Facilities Other Than Buildings Q38I02839999

Section 2:

That all ordinances or parts in conflict herewith be and the same are hereby repealed.

1/6

REPROGRAMMING CAPITAL IMPROVEMENT FUNDS

GENERAL INFORM	ATION
Department Name:	Department of Watershed Management
Requested By:	George Barnes
Request Date:	February 3, 2005
Project Name:	08.01.012 Sanitary Sewer Repair- Annual Contract
Reason for Request:	
for additional fundir from the 2J27 2001 Be	Repair annual contract is currently being re-loaded. This request of ag for this project. This request is for \$10M for one year of funding and Reserve for Appropriations. An Ordinance will be required. wals will require additional funding at the time of renewal from
	(2J21) and/or present & future bonds)
Fund No.: 2J27	unded: 08.01.012 Sanitary Sewer - Annual Contract Account No.: 574001 Center Number: To Be built rammed: \$10,000,000
Scope of Work:	Tanined. \$10,000,000
A annual contract for installations in variable the transfer of the transfer o	or Pipeline replacement and repairs for Sanitary Sewer Main ous locations throughout the City. It includes the replacement of sewer mains from 8" diameter to 36" replacement, jack-n-bore, pipe bursting, aerial creek crossings, CCTV and light cleaning, by-pass pumping, pavement restoration, , curb and adscape restoration and various other associated pipeline
Department Approva Watershed Approval:	12 IV MI

PROJECT DEFINITION STATEMENT PURPOSE: TO PRODUCE INITIAL PROJECT SCHEDULE AND MASTER CIP BUDGET

WBS No.: _08.01.012 Consent C	order: X Yes No
Project Name:Sanitary Sewers Repair - Annual Co	ntract
Requested By:Ingas Minn Requested	Date:02/03/2005
Project Start Date: 1999 Project En	d Date:2014
Watershed Department: X Wastewater Wa	ter Stormwater
Consent Requirements & Dates:	
Locations: Basin (s)City Wide	
Council District (s)City Wide	
NPU (s)City Wide	Transferred and Administration and are as a
Schedule Issues:Re-Bid	1,000-100-100-100-100-100-100-100-100-10
Permitting Issues:	
Priority: #1 - Consent Decree (CSO)	
X #2 - First Amended Consent Decree (SSO)	
#3 - Regulatory or Contract Compliance	
#4 - Renewal and Extension	
Funded: Yes X No Funding S	ource: Bond and/or R&E
Fund: Account: Center:	
Contract Type: Traditional Design Build	OtherAnnual
Project Type:	
CSO Separation CSO Capacity Re	lief
SSO Rehab Project SSO Replacemen	t/Relief
Facility Upgrade Forcemain	
OtherCity Wide Replacement	
Project Description (scope and quantities):	
)	Deleted: <sp></sp>
7.70	

PROJECT DEFINITION	STATEMENT
11100-0.	TROCKED ON DEBOOST
DUPPOSE: TO PRODUCE INITIAL PROJECT SCHEDULE	ND MASTER OF BOOGLE

Project	Justification:
---------	----------------

The work is associated with the FACD VIII, including structural repairs, spill prevention, aerial creek crossings, and immediate emergency repairs.

Project Funding:

This project is currently un-funded. A request for reprogramming of funds will accompany this Project Definition Statement. This request is for funding is for a total of \$10,000,000.

Future contract renewals will require additional funding at the time of the renewal.

Cost Estimate Method:	_Budget Estimate
Estimator:	_DWM

Project Costs Breakdown:

Project Costs	Total Capital	2005	2006	2007	Balance 2014
Land (571001)					100
Easements (572001)					
Buildings (573001)					
Facilities Other Than Buildings (574001)	\$110,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$80,000,000
Consultant/Pr of. Services (524001)		A Company of the Comp	0044		
Total	\$110,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$80,000,000

Department Approval:		Date:
Watershed Approval:	SM	Date: 2/9/05

JZZ S 2J27 791001 T JND 2001 WATER & CCOUNT RESERVE FOR ENTER RESERVATION	WASTE APPROL	PASSV WATER BOND PRIATION ND APPROPRIM	FUND	* * H I S PRIOR YEAF YBLST ACT LSTYR ACT	RS EXPENDITURES 0.00 0.00
URRENT REQUESTED EQ BASIC EQ P/C 1 EQ P/C 2 EQ P/C 3 EQ P/C 4 EQ P/C 5 P/C TOT CEQ TOTAL	0.00 0.00 0.00 0.00 0.00 0.00 0.00	CURRENT REC REC BASIC REC P/C 1 REC P/C 2 REC P/C 3 REC P/C 4 REC P/C 5 P/C TOT REC TOTAL	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	LAST YI REQ BAS REQ P/C TOTAL INIT BGT CURRENT BAL FWD INIT BGT	26,080,573.20 0.00 0.00
~		REC APFWD	0.00	TOTAL	26,080,573.20
ESTIMATED EXPENDITO SMO ACT 6MO EST TOTAL	JRES 0.00 0.00 0.00	9MO ACT 3MO EST TOTAL	0.00 0.00 0.00	NET EXP NET ENC NET COMM	O.00 0.00 0.00 0.00
EST TOT	0.00	EST BAL	26,080,573.20	CURR BAL	26,080,573.20 050207083418

2005 Re-Bid amendment Legislative White Paper

Committee of Purview: City Utilities Committee

Caption

A RESOLUTION BY CITY UTILITITES COMMITTEE

AN ORDINANCE AMENDING THE 2005 (2001 WATER AND WASTEWATER BOND FUND) BUDGET IN THE AMOUNT OF TEN MILLION DOLLARS AND NO CENTS (\$10,000,000.00) TO TRANSFER FUNDS FROM THE RESERVE FOR APPROPRIATIONS FOR THE RE-BID OF THE SANITARY SEWER REPAIR ANNUAL CONTRACT IN ASSOCIATION WITH THE FIRST AMENDED CONSENT DECREE AND FOR OTHER PURPOSES.

Council Meeting Date:

March 21, 2005

Legislation Title:

2005 Re-Bid amendment

Requesting Dept.:

Department of Watershed Management

Contract Type:

N/A

Source Selection:

N/A

Bids/Proposals Due:

N/A

Invitations Issued:

N/A

Number of Bids

N/A

Proposals Received:

N/A

Bidders/Proponents:

N/A

Justification Statement:

The contract has expired and needs to be re-bid.

Background:

The Sanitary Sewer Repair Annual contract is currently being re-bid. This request is for funding for this project. The annual contract includes the replacement of sewer mains from 8" diameter to 36" diameter, manhole replacement, jack-n-bore, pipe bursting, aerial creek crossings, CCTV inspection, heavy and light cleaning, by-pass pumping, pavement restoration, curb and sidewalk repair, landscape restoration and various other related

pipeline replacement work.

Fund Account Center:

2J27 774001 Q38I02839999.

Source of Funds:

2J27 791001 T11001

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE Greg Pridgeon (For review & Distribution to Execution Management)
(FOI TEVIEW & DISTIBLIES & DIST
Commissioner's Signature: Robert Y. Huntle Director's Signature:
From: Origination Dept. Watershed Management Contact (name): Rob Hunter Committee(s) Purview: City Utilities Committee Deadline: Feb 28, 2005
Committee Meeting Date(s): March 15, 2005 City Council Meeting Date: March 21, 2005
<u>CAPTION:</u>
AN ORDINANCE BY CITY UTILITIES COMMITTEE AN ORDINANCE AMENDING THE 2005 (2001 WATER AND WASTEWATER BOND FUND) BUDGET IN THE AMOUNT OF TEN MILLION DOLLARS AND NO CENTS (\$10,000,000.00) TO TRANSFER FUNDS FROM THE RESERVE FOR APPROPRIATIONS FOR THE RE-BID OF THE SANITARY SEWER REPAIR ANNUAL CONTRACT IN ASSOCIATION WITH THE FIRST AMENDED CONSENT DECREE AND FOR OTHER PURPOSES.
BACKGROUND/PURPOSE/DISCUSSION: The Sanitary Sewer Repair Annual contract is currently being re-bid. This request is for funding for this project. The annual contract includes the replacement of sewer mains from 8" diameter to 36" diameter, manhole replacement, jack-n-bore, pipe bursting, aerial creek crossings, CCTV inspection, heavy and light cleaning, by-pass pumping, pavement restoration, curb and sidewalk repair, landscape restoration and various other related pipeline replacement work.
FINANCIAL IMPACT (If Any): Funds are being transferred from the Reserve for Appropriations account, Fund Account and Center Number 2J27 791001 T11001 in the amount of \$10,000,000.00. Funds are being transferred to the Sanitary Sewer Annual Contract, Fund Account and Center Number 2J27 774001 Q38102839999.
Mayor's Staff Only
Received by Mayor's Office: $\frac{2 \cdot 28.04}{\text{(date)}}$ Reviewed by:
Submit to Council: (date)
Action by Committee:Approved AdverseHeldAmended
SubstituteReferredOther

Fiscal Impact: Funds are being transferred from the Reserve for Appropriations account, Fund Account and Center Number 2J27 791001 T11001 in the amount of \$10,000,000.00. Funds are being transferred to the Sanitary Sewer Annual Contract, Fund Account and Center Number 2J27 774001 Q38I02839999.

Term of Contract:

N/A

Method of Cost Recovery: N/A

Approvals:

DOF: DOL:

Prepared By: Sheila C. Pierce

Contact Number: (404)330-6814

AN ORDINANCE BY: CITY UTILITIES COMMITTEE 05- 🔾 -0494

AMENDING THE 2005 (2004 WATER AND WASTEWATER BOND FUND) BUDGET IN THE AMOUNT OF FOURTEEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$14,900,000.00) TO TRANSFER FUNDS FROM THE CUSTER AVENUE (STOCKADE) WATER LINE REPLACEMENT TO BE USED TO FUND OTHER CONSENT DECREE AND CONSENT ORDER PROJECT; TO TRANSFER FUNDS FROM RESERVE TO THE VIRGINIA-HIGHLAND WATER LINE REPLACEMENT AND THE MIDTOWN, GEORGIA TECH & BEDFORD PINE WATER LINE REPLACEMENT PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta owns and operates a wastewater collection and treatment system; and

WHEREAS, the City has entered into a consent decree that requires certain improvements be made to the collection and treatment systems by the dates specified in the consent decree; and

WHEREAS, design for the Custer Avenue (Stockade) CSO Sewer Separation Project eliminated the need for Water Main Replacement in the Stockade Basin; and

WHEREAS, funds that were appropriated to the Custer Avenue (Stockade) CSO Sewer Separation Project shall be transferred to the Reserve For Appropriations Account in the 2004 Water and Wastewater Bond Fund to be used for other consent decree and/or consent order projects; and

WHEREAS, funding is needed for the design of the Virginia-Highland Water Line Replacement and the Midtown, Georgia Tech, & Bedford Pine Water Line Replacement Projects; and

WHEREAS, these funds are earmarked for the Virginia-Highland Water Line Replacement and the Midtown, Georgia Tech and Bedford Pine Water Line Replacement Projects.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA; as follows:

Section 1: That the 2005 (2004 Water and Wastewater Bond Fund) Budget be and is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

2J28 Q65J08219999 774001 2004 Water and Wastewater Bond Fund Custer Avenue Water Line Replacement

\$ 14,900,000.00

TRANSFER TO APPROPRIATIONS

2J28 T11001 791001 2004 Water and Wastewater Bond Fund

Reserve for Appropriations

\$ 14,900,000.00

TRANSFER FROM APPROPRIATIONS

2J28 T11001 791001

2004 Water and Wastewater Bond Fund

Reserve for Appropriations

\$ 9,612,000.00

TRANSFER TO APPROPRIATIONS

2J28 Q65J08279999 724001	Virginia-Highland Water Line Replacement Consultant and Professional Services	\$ 8,192,000.00
2J28 Q65J08289999 724001	Midtown, GA Tech & Bedford Pine Water Line Replacement Projects Consultant and Professional Services Total	\$ 1,420,000.00 9,612,000.00

Section 2: That all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

FUND 2004 WATER ACCOUNT FAC. OTHER CENTER CUSTER AVE	& WASTEWAT THAN BUILD	ER BOND FUND	ì	* * H I PRIOR YEA YBLST ACT LSTYR ACT	S T O R Y * * ARS EXPENDITURES 0.00 0.00
CURRENT REQUESTED	CURRENT RECOMMENDED		IDED	LAST YEARS BUDGET	
REQ BASIC		BASIC	0.00	REQ BAS	0.00
REQ P/C 1		P/C 1	0.00	REQ P/C	0.00
REQ P/C 2		P/C 2	0.00	TOTAL	0.00
REQ P/C 3	0.00 REC	P/C 3	0.00	INIT BGT	0.00
REQ P/C 4	0.00 REC	P/C 4	0.00		*****
REQ P/C 5	0.00 REC	P/C 5	0.00	CURRENT	YEAR BUDGET
P/C TOT	0.00 P	/C TOT	0.00	BAL FWD	14,900,000.00
REQ TOTAL	0.00 REC	TOTAL	0.00	INIT BGT	0.00
			:	NET ADJ	0.00
	REC	APFWD	0.00	TOTAL	14,900,000.00
ESTIMATED EXPENDIT	JRES			 CURRENT YE	EAR EXPENDITURES
6MO ACT	0.00 9MO	ACT	0.00	NET EXP	0.00
6MO EST		EST	0.00	NET ENC	0.00
TOTAL	0.00 T	OTAL	0.00	NET COMM	0.00
EST TOT	0.00 EST	BAL 14,900	,000.00	CURR BAL	14,900,000.00 050214120835

REPROGRAMMING CAPITAL IMPROVEMENT FUNDS

GENERAL INFOR	MATION
Department Name:	Department of Watershed Management
Requested By:	Robert Hunter
Request Date:	January 26, 2005
Project Name: Reason for Request	_Virginia-Highland and Midtown - Water Main Replacement Projects
for the CSO Sewer: Replacement in the conflicts. This request is to re Basin (\$14,900,000) centers for the Virginian conjunction of the conflicts.	ng request is for work associated with the Water Line Replacement on with the CSO Stockade (Custer Ave) Separation Project. The design Separation project was able to eliminate the need for Water Main Stockade Basin. The alignment was able to be moved to avoid approgram funds from the Water Main Replacement in the Stockade to the Reserve for Appropriations account and then build new cost inia-Highland Project and the Midtown, GA Tech and Bedford Pine ement Project. The remainder of the funds shall remain in the Reserve account.
ORIGINAL PROJE	CT
Project Name:	Water Main Replacement in Stockade Basin
WBS No.:	098.04.029
Fund No.:	2J28
Account No.:	574001
Center Number:	Q65J08219999
Original Amount:	\$14,900,000 Current Free Balance \$14,900,000
Amount to be Repro	grammed: \$14,900,000
Project Scope:	
This Water line replacem separation is being done duplicate disruption to the	nent project is part of an overall effort in the Stockade area. While the sewer in needed water line replacement work will be done concurrently to prevent e neighborhood.

Omc /27/05

REPROGRAM FUNDS TO NEW PROJECT:

Project Name:	Virginia-Highland Water Main Replacement
WBS No.	98.03.030
Fund No.:	2J28
Center Number:	To Be Built
Amount to be Repr	rogrammed: \$8,192,000_Capital Cost: \$8,192,000
Scope of Work:	
6-inch cast fron mains to be replace capacity and water	ains. There is a total of approximately 120,000 feet of 6-inch cast iron water ed. These mains require immediate main replacement to improve hydraulic quality.
New Project to be Project Name:	Funded – Project #2: Midtown, GA Tech, and Bedford Pine Area Water MainReplacement
WBS No.	98.03.031
Fund No.:	2J28_
Center Number:	To Be Built
Amount to be Repr	ogrammed: \$1,420,000 Capital Cost: \$1,420,000
Scope of Work:	
the state of the s	
inch cast iron water	Tech and Bedford Place area had water mains installed in the early 1900's. I 6-inch cast iron mains. There is a total of approximately 161,415 feet of 6-r mains to be replaced. These mains require immediate main replacement to capacity and water quality.
These mains are all inch cast iron water	6-inch cast iron mains. There is a total of approximately 161,415 feet of 6-replaced. These mains require immediate main replacement to
These mains are all inch cast iron water	6-inch cast iron mains. There is a total of approximately 161,415 feet of 6-replaced. These mains require immediate main replacement to
inch cast iron water	l 6-inch cast iron mains. There is a total of approximately 161,415 feet of 6-r mains to be replaced. These mains require immediate main replacement to capacity and water quality.

PROJECT DEFINITION STATEMENT PURPOSE: TO PRODUCE INITIAL PROJECT SCHEDULE AND MASTER CIP BUDGET

WBS No.: 98.04	.031	Consent Order:	Yes	No X
Project Name: Mi	dtown, Ga Tech a	ınd Bedford Pine A	rea Main Rep	olacement Program
Requested By: P	eter Tinubu	_ Request	ted Date:	_12/17/2005
Project Start Date:01	/05/2006	_ Project 1	End Date:	-
Watershed Department:	Waste	water X V	Nater	Stormwater
Consent Requirements & I	Dates:			
Locations: Basin (s)	<u> </u>	·		
Council Dist	rict (s)2, 3	& 6		
NPU (s)	West of the second seco	·		<u></u>
Schedule Issues:				
Permitting Issues:				
Priority: #1 - Consent	Decree (CSO)			·
#2 – First An	nended Consen	t Decree (SSO)		
#3 - Regulat	ory or Contract	Compliance (Wa	astewater)	· .
#4 - System	Renewal or Op	erational Reliab	ility (Waster	water)
#5 - Consent	Decree (Water))	•	
#6 - Regulat	ory or Contract	Compliance (Wa	ater)	
X #7 - System	Renewal or Op	erational Reliabi	ility (Water)	
	- 	• • •	•	
Funded: Yes		No Funding	g Source:i	Partial Funding
Contract Type:		,		•
Traditional X Design	gn Build	Other		
Project Type:		•		
CSO Separat	ion	CSO Capacity I	Relief	·
SSO Rehab I	Project Project	SSO Replaceme	ent/Relief	
Facility Upgr	ade	Forcemain		
Water Treatm	nent X	Transmission &	z Distributio	on
Source of Su	pply	Distribution St	orage	
Service Lines	}	Meters		
OtherV	Vater Main Repl	acement		

PROJECT DEFINITION STATEMENT

PURPOSE: TO PRODUCE INITIAL PROJECT SCHEDULE AND MASTER CIP BUDGET

Project Description (scope and quantities):

The Midtown, GA. Tech and Bedford Place area had water mains installed in the early 1900's. These mains are all 6-inch cast iron mains. There is a total of approximately 161,415 feet of 6-inch cast iron water mains to be replaced. These mains require immediate main replacement to improve hydraulic capacity and water quality.

Justification:

Water Main Replacement Program. Replacing critical and aging mains throughout the water system.

Project Funding:

The funding is from the 2004 Bond Funds. This project will be a Design, Bid and Construct project. This request is for Design Services only in 2005. Future bond sales will handle the Construction and Services during construction. A request for reprogramming will accompany this document.

Project Costs Breakdown:

Total Capital: \$11,500,000___

Project Costs	Total Capital	2004	2005	2006	2007	2008
Land (571001)		-				
Easements (572001)	: :					
Buildings (573001)						
Facilities Other Than Buildings (574001)	\$10,080,000			\$10,080,000 Construction & SDC	·	
Consultant/Pr of. Services (524001)	\$1,420,000		\$1,420,000 Design			
Total	\$11,500,000		\$1,420,000	\$10,080,000		

Department Appr	oval:
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Watershed Approval:

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Date:		
	1 .	

Date: 1 27 05

PURPOSE: TO PRODUCE INITIAL PROJECT SCHEDULE AND MASTER CIP BUDGET

WBS No.:	98.03.030	Consent Order: Yes	No X
Project Name	Virginia Highland	Main Replacement Program	· · · · ·
Requested By	the state of the s	70	12/17/2005
Project Start 1	Date:5/05/2005	Project End Date:	
Watershed Do	epartment: Wast	ewater X Water S	tormwater
Consent Requ	uirements & Dates:		
Locations:	Basin (s)		
	Council District (s)6_		
	NPU (s)		
Schedule Issu	es:		·
Permitting Iss	ues:	•	
Priority:	#1 - Consent Decree (CSO)		
	#2 - First Amended Conser	nt Decree (SSO)	
	#3 - Regulatory or Contract	Compliance (Wastewater)	•
1 1		perational Reliability (Wastewate	arl
1 1	#5 - Consent Decree (Water		,
1 1	#6 - Regulatory or Contract	•	
		perational Reliability (Water)	
	· :		
Funded:	X	No Funding Source: _2004 B	IP 1
Contract Type:		and and source2004 b	ond runds
Traditional	X Design Build	Other	
Project Type:			
	CSO Separation	CSO Capacity Relief	•
Š	SSO Rehab Project	SSO Replacement/Relief	
I I	Facility Upgrade	Forcemain	
V	Vater Treatment X	Transmission & Distribution	
s	Source of Supply	Distribution Storage	
	Service Lines	Meters	
C	OtherWater Main Repla		

PROJECT DEFINITION STATEMENT

PURPOSE: TO PRODUCE INITIAL PROJECT SCHEDULE AND MASTER CIP BUDGET

Project Description (scope and quantities):

The Virginia Highlands area had water mains installed in the early 1900's. These mains are all 6-inch cast iron mains. There is a total of approximately 120,000 feet of 6-inch cast iron water mains to be replaced. These mains require immediate main replacement to improve hydraulic capacity and water quality.

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ITTET	47 40	コナナハヤマ
144.74		211111

Water Main Replacement Program. Replacing and rehabilitating critical and aging mains throughout the water system.

Project Funding:

The funding is from the 2004 Bond Funds. This project will be a Design, Bid and Construct project. A request for reprogramming will accompany this document.

Project Costs Breakdown:

Total Capital: \$_8,192,000.00

Project Costs	Total Capital	2004	2005	2006	2007	2008
Land (571001)						
Easements (572001)					-	
Buildings (573001)		,				
Facilities Other Than Buildings (574001)	\$7,092,000		\$7,092,000			
Consultant/Pr of. Services (524001)	\$1,100,000		\$1,100,000 Design & SDC			
Total	\$8,192,000		\$8,192,000	1		E

***	•	7
1 1011 1111111 0111	A ********	~ I •
Department	$\Delta UUUUV$	а.

Watershed Approval:

Grange Burs

Date:	

Date: 1/27(05

TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office:	GREG PRIDGEON	
(for review	ew and distribution to Executive Management)	
Commissioner Signature: Robe	et J. Gunta Director Signature:	
From Originating Dept: DWA	Contact (Name): Pati McMah. Utilities Committee Deadline: Jub - 28/	or_
Committee(s) of Purview: City U	Utilities Committee Deadline: Jub - 28/	2005
Committee Meeting Date(s) <u>Ma</u>	arch 15 City Council Meeting Date: March	21
<u>CAPTION</u> :		
amount of \$14,900,000.00 to tr	2005 (2004 Water and Wastewater Bond Fund) Budg ransfer funds from the Custer Avenue (Stockade) Wa sed to fund other Consent Decree and Consent Order to the Virginia-Highland, Georgia Tech and Bedford	r Project and to
The large and in the C	ue (Stockade) CSO Sewer Separation Project eliminated the Stockade Basin. Funds appropriated to this project in the ng transferred to the Reserve for Appropriations account t	ZOOT HALLE WILL
FINANCIAL IMPACT (if any):		
** 1 0100 774001 (045T099100	om Custer Avenue Water Line Replacement Project, Fund 1999 (Facilities Other Than Buildings) in the amount of \$14 we For Appropriations Account, Fund Account Center nu	E, DOO, OOO X GERGI
Mayor's Staff Only		
Received by Mayor's Office:	J. J. O. D. Reviewed:	
Submitted by Council:		
Action by Committee:	Approved Adverse Held Amended _	
	Substitute Referred Other	

Virginia Highlands Transfer Legislative White Paper

Committee of Purview: City Utilities Committee

Caption

AN ORDINANCE AMENDING THE 2005 (2004 WATER AND WASTEWATER BOND FUND) BUDGET IN THE AMOUNT OF \$14,900,000.00 TO TRANSFER FUNDS FROM THE CUSTER AVENUE (STOCKADE) WATER LINE REPLACE MENT PROJECT TO THE USED TO FUND OTHER CONSENT DECREE AND CONSENT ORDER PROJECT AND TO TRANSFER FUNDS FROM RESERVE TO THE VIRGINIA-HIGHLAND, GEORGIA TECH AND BEDFORD PINE WATER LINE REPLACEMENT PROJECTS; AND FOR OTHER PURPOSES.

Council Meeting Date:

March 21, 2005

Legislation Title:

Virginia Highlands Transfer

Department of Watershed Management Requesting Dept.:

Contract Type:

N/A

Source Selection:

N/A

Bids/Proposals Due:

N/A

Invitations Issued: Number of Bids/:

N/A N/A

Proposals Received:

N/A

Bidders/Proponents: Justification Statement:

N/A The legislation will allow the funds appropriated for the Custer avenue stockade project which was eliminated to be used for the funding of the Virginia Highland water line replacement project.

Background:

The design for the Custer Avenue Stockade project eliminated the need for the water main replacement in the stockade basin, thus leaving extra funds. These fund will be used for the Virginia Highland water line replacement project.

Fund Account Center:

2127 791001

2001 Water and Wastewater Bond Fund

T11001

Reserve for Appropriations

774001 Sanitary Sewer Main Installation **2J27**

Q38I02839999

Facilities Other Than Buildings

Source of Funds:

Excess funds remaining on the Custer Avenue Stockade project

Fiscal Impact:

\$14,900,000.00 will be transferred between accounts.

Term of Contract:

N/A

Method of Cost Recovery: N/A

Approvals:

DOF: DOL:

Prepared By: Pati McMahon

Contact Number: (404) 691-2063 ext 19

AN ORDINANCE BY COUNCILMEMBER BELICIA A. MOORE

AN ORDINANCE TO WAIVE THE SIDEWALK REQUIREMENTS OF SECTION 15-09.003 OF THE CITY OF ATLANTA CODE OF ORDINANCES TO PROVIDE THAT CERTAIN SUBDIVISION APPLICATIONS DEPOSIT A DOLLAR AMOUNT EQUAL TO THE VALUE OF THE REQUIRED SIDEWALK CONSTRUCTION INTO A DESIGNATED TRUST FUND ACCOUNT FOR DISTRICT 9, AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the application for the subdivision of land submitted by several developers, in compliance with the provisions of Section 15-09.003 to provide sidewalks on both sides of existing as well as proposed streets; and

WHEREAS, the construction of sidewalks along the frontage of these subdivisions would adversely affect the appearance and character of the neighborhood due to the lack of any existing sidewalks on the streets that contain the proposed subdivided lots to which the sidewalks could connect; and

WHEREAS, the City and area residents would be better served by the construction of sidewalks and pedestrian improvements in the area of said subdivisions with in District 9.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

<u>Section 1</u>: The requirements of Section 15-09.003 of the City of Atlanta Code of Ordinance, which requires that applications for subdivision of land provide sidewalks is hereby waived for subdivisions SD-04-85 and SD-05-01.

Section 2: That the waiver of said requirements for the aforementioned applications are conditioned upon the agreement of the applicants to pay the City of Atlanta a dollar amount equal to the value of construction SD-04-85, located at 2240 Spink Street, NW (\$1,300) and SD-05-01, located at 2180 Spink Street, NW (\$2,500) of said sidewalk as required by Section 15-09.003 and as determined by the Commissioner of Department of Public Works.

<u>Section 3</u>: That before the Director of Bureau of Building issues any building permits for construction within the subdivisions sited above, said funds shall be deposited in trust fund account 3P02 424101 Y63T19019999, to be used for pedestrian improvements and sidewalk construction in Council District 9.

<u>Section 4</u>: That all other requirements of the Code of Ordinance for the subdivisions sited above shall remain in full force and effect.

<u>Section 5</u>: That all ordinances and parts of ordinances in conflict herewith be and the same are hereby waived.

05-R-0486

A RESOLUTION BY

CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO RENEWAL AGREEMENT NO. 2 WITH WRIGHT-BROWN ELECTRIC COMPANY FOR FC-7344-01, INSTALLATION, RELOCATION, REMOVAL, AND/OR REVISIONS OF TRAFFIC SIGNALS, REVERSIBLE LANE SIGNALS AND/OR STREET LIGHTS AND ASSOCIATED HARDWARE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED TWO MILLION SIX HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS (\$2,698,957.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 2001 QUALITY OF LIFE FUND - 1C45 574001 M41F055792BG (\$164,140.00), 1C45 574001 M41G017392BG (\$354,415.00), 1C45 574001 M41G017492BG (\$763,500.00), 1C45 574001 M41G017092BG (\$401,882.00), 1C45 574001 M41G017492BG (\$700,000.00); 2004 QUALITY OF LIFE IMPROVEMENT BONDS - 1C50 574001 M65G016492BH (\$75,000.00), 1C50 574001 M65G016592BH (\$75,000.00), AND 2001 QUALITY OF LIFE FUND - 1C45 574001 M41F055892BG (\$90,000.00).

WHEREAS, the City of Atlanta (the "City") did advertise for FC-7344-01, Installation, Relocation, Removal and/or Revisions of Traffic Signals, Reversible Lane Signals and/or Street Lights and Associated Hardware on behalf of the Department of Public Works; and

WHEREAS, the City did enter into an agreement with Wright-Brown Electric Company, for FC-7344-01, Installation, Relocation, Removal and/or Revisions of Traffic Signals, Reversible Lane Signals and/or Street Lights and Associated Hardware on behalf of the Department of Public Works in an amount not to exceed Eighty Four Thousand Dollars (\$84,000.00); and

WHEREAS, the term of this agreement was for a period of one year with two (2) one (1) year renewal options; and

WHEREAS, the City did enter into Renewal No. 1 with Wright-Brown Electric Company, for FC-7344-01, Installation, Relocation, Removal and/or Revisions of Traffic Signals, Reversible Lane Signals and/or Street Lights and Associated Hardware on behalf of the Department of Public Works in an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00), for a period of one year; and

WHEREAS, the City did enter into Change Order No. 1 with Wright-Brown Electric Company, for FC-7344-01, Installation, Relocation, Removal and/or Revisions of Traffic Signals, Reversible Lane Signals and/or Street Lights and Associated Hardware for the installation of a traffic signal on behalf of the Department of Public Works in the increased amount of Forty Thousand Dollars (\$40,000); and

WHEREAS, the Contractor has performed contracted services satisfactorily; and

WHEREAS, the Commissioner of the Department of Public Works and the Chief Procurement Officer of the Department of Procurement have recommended Renewal Agreement No. 2 for FC-7344-01, Installation, Relocation, Removal and/or Revisions of Traffic Signals, Reversible Lane Signals and/or Street Lights and Associated Hardware, to be executed with Wright-Brown Electric Company.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to approve Renewal Agreement No. 2 with Wright-Brown Electric Company, for FC-7344-01, Installation, Relocation, Removal and/or Revisions of Traffic Signals, Reversible Lane Signals and/or Street Lights and Associated Hardware, on behalf of the Department of Public Works in an amount not to exceed Two Million Six Hundred Ninety Eight Thousand Nine Hundred Fifty Seven Dollars (\$2,698,957.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate Renewal Agreement No. 2 for execution by the Mayor to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that this Renewal Agreement No. 2 shall not become binding on the City, and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all services for said contracted work shall be charged to and paid from fund account and center numbers: 2001 QUALITY OF LIFE FUND - 1C45 574001 M41F055792BG (\$164,140.00), 1C45 574001 M41G017392BG (\$354,415.00), 1C45 574001 M41G017492BG (\$763,500.00), 1C45 574001 M41G017092BG (\$401,882.00), 1C45 574001 M41G017492BG (\$700,000.00); 2004 QUALITY OF LIFE IMPROVEMENT BONDS - 1C50 574001 M65G016492BH (\$75,000.00), 1C50 574001 M65G016592BH (\$75,000.00), AND 2001 QUALITY OF LIFE FUND - 1C45 574001 M41F055892BG (\$90,000.00).



DEPARTMENT OF PUBLIC WORKS

DAVID E. SCOTT, P.F. Commissioner

CITY OF ATLANTA

55 TRINITY AVENUE, SW • ATLANTA, GEORGIA 30303-0324 SUITE 4700 • CITY HALL - SOUTH TEL: (404) 330-6240 FAX: (404) 658-7552

EMAIL: publicworks@atlantaga.gov

MEMORANDUM FOR: RECOMMENDATION FOR RENEWAL

TO:

SHIRLEY FRANKLIN

MAYOR

Adam L. Smith, Chief Procurement Officer

Department of Procurement

FROM:

David E. Scott, P.E, Commissioner

Department of Public Works

SUB:

RECOMMENDATION FOR RENEWAL #2 OF CONTRACT

FC: 7344-01

INSTALLATION, RELOCATION, REMOVAL, AND/OR REVISIONS OF TRAFFIC SIGNALS, REVERSIBLE LANE SIGNALS AND/OR STREET LIGHTS AND

ASSOCIATED HARDWARE WITH

CONTRACTOR: WRIGHT-BROWN ELECTRIC, INC.

DATE:

February 28, 2005

A. DESCRIPTION OF SERVICES

The Department of Public Works wishes to exercise the Second Renewal Option of the above captioned Contract for Installation, Relocation, Removal, and/or Revisions of Traffic Signals, Reversible Lane Signals and/or Street Lights and Associated Hardware Services to include but not limited to the following projects:

"Scope of Work" - Intersection Improvements of Piedmont Road and Cheshire Bridge Drive. This project will consist of constructing a left-turn lane to improve traffic flow, wheel chair ramps for the purpose of improving pedestrian accessibility, and all necessary traffic signal modifications to accommodate the turn lane addition and also to include furnishing and installing of:

Traffic signal modifications, Stripping and pavement markings, Concrete Work and W/C ramps, as described in the attached.

In addition for – Traffic signalization Improvements to include the Moreland Ave Arterial Stabilization, Donald L. Hollowell Pkwy Arterial Signalization, Peachtree Rd/Kingsboro Rd., Jonesboro Rd/Lakewood Ave (Heights, Moors Mill Rd./West Wesley Rd and Peachtree Hills Ave/Lindbergh Dr.

B. <u>DETERMINATION OF CONTINUED NECESSITY OF SERVICES</u>

A mandate of the Department of Public Works (DPW's) includes the maintenance of all street warning signs, beacons and other safety devises in a manner to ensure the safe and expeditious movement of vehicular and pedestrian traffic with the protection of life and property. Warning devices and methods of traffic control must conform to standards adopted by the City of Atlanta and set forth in the Institute of Transportation's Manual on Uniform Traffic Control Devises.

C. <u>DETERMINATION OF NEED TO RENEW CONTRACT</u>

In line with the above justification, DPW's Quality of Life Bond Program is proposing to exercise the renewal option number 2 as provided by Page 2, Item 1, STATEMENT OF AGREEMENT of the contract. The exercise of the proposed renewal is in the best interest of the City and Department, as it allows for continuity of services by the incumbent provider, avoids the administrative cost of a new solicitation and eliminates a possible increase in prices under a new bid.

D. CONTRACTOR PERFORMANCE

The Contractor has been performing satisfactorily during the period of performance.

E. TERMS AND CONDITIONS

Except for the period of performance and funding level, all terms and conditions of the renewal contract remain unchanged and in full force and effect.

F. CONTRACT COST

Projected cost for this contract renewal follows:

		Renewal #2Contract Cost (\$164,160.00) Renew #1				
Funding Source	Year 1 FY 03	& Amendment Year 2 FY 04	Renew #2 Year 3 FY 05	Aggregate Total		
QOL Bond Funds 2 nd Bond Issuance	<u>\$84,000.00</u>	\$440,000.00	\$2,698,957.00	\$3,222,957.00		

Attached is a copy of the Requisitions signed by Madelyn Grant – Deputy Program Manager of Quality of Life Bond Program indicating that funds are available or anticipated to be available when the renewal contract is executed.

If additional information is needed, please feel free to contact Sharon Gardner at Ext. 6578.

DES/sg

Attachments:

- 1. Requisitions (one original and one copy- for copy, DOP has original)
- 2. Back-up/Justification for Projects

cc: Sandra Jennings, Department of Public Works
Althea Smith, Department of Public Works
Madelyn Grant, Department of Public Works
Marla Fordham, Lead Contact, John Yang & Brandi Peck, DPW - Contact
Dawn Riley, Department of Public Works
Djuana Herron, Department of Procurement
Sharon Gardner, Department of Public Works / File

REQUISITION

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			FC-7344-01					
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	·	Hardware Contract)						
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			FC-7344-01					
		(Installation, Reloca	tion, Removal &/or Revision	s of Traffic Signals,				
		Reversible Lane Sig	nals &/or Street Lights & Ass	sociated				
		Hardware Contract)						
		MORELAND AVE	NUE ARTERIAL SIGNALIZ	ATION				
1		1C45 574001 M410						
2		1C45 574001 M41G						\$354,415.00
			00-0998					\$763,500.00
		DONALD LEE HOLL	OWELL PARKWAY ARTERIA	I CICNIALIZATION				
3		1C45 574001 M410						
4		1C45 574001M41G		GO-0067				\$401,882.00
		774001M41G	017492BG GO-0998					\$700,000.00
			/KINGSBORO ROAD					\$75,000.00
5		1C50 574001 M65G0	016492BH		Subtotal:	\$2	2,294,797.00	
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DEPARTMENT Public Works BUREAU Administration								
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		Construction Services	for: Intersection/Signaliza	tion Improv Projects				
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		Hardware Contract)						
		JONESBORO ROAD	LAKEWOOD AVENUE (H	EIGHTS)				
6		1C50 574001 M65G01						\$75,000.00
7		MOORES MILL ROA	D/WEST WESLEY ROAD					
7		1C50 574001 M65G01	6592BH					\$75,000.00
_			AVENUE/LINDBERGH DR	IVE				
8		1C45 574001 M41F055	892BG					\$90,000.00
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QUQQED.	TOTAL	• • •	Page 2 of 2				\$ 2,534,79°	7.00
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CITY OF ATLANTA BUREAU OF PURCHASING

2002 APR -5 PM 2: 07

CITY OF ATLANTA

SHIRLEY FRANKLIN MAYOR OFFICE OF CONTRACT COMPLIANCE 55 TRINITY AVENUE SW, SUITE 1700 ATLANTA, GEORGIA 30303 OFFICE (404) 330-6010 FAX (404) 658-7359

MEMORANDUM

TO:

Felicia Strong-Whitaker, Director

Bureau of Purchasing and Real Estate

FROM:

Hubert Owens, Contract Compliance Specialist, Principa

Office of Contract Compliance

DATE:

April 3, 2002

RE:

Recommendation for FC 7344-01, Installation, Relocation, Removal and/or

Revision of Traffic Signals

The Office of Contract Compliance has reviewed the three (3) bids submitted for minority and female business enterprise participation. All three companies are eligible bidders under section 2-1449 (a)(2)(C). However, only two (2) are deemed responsive by the Office of Contract Compliance. For your information the responsive bidders have committed to utilizing AABEs as indicated below.

Wright-Brown Electric Co., Inc.			Paramount Contracting Co., Inc.				
The Lions Group, Inc.	AABE	<u>10%</u>	E. Ray Britton	AABE	20%		
Participation Total		10%	Small & Large Jobs	AABE	3%		
			Participation Total		23%		

ETI, Inc.	
No Subcontractors Listed	0%
Participation Total	0%
Non-responsive	

If there are questions, please contact me at (404) 330-6010 or Bruce Bell at (404) 853-7507.

cc: Sabrina Watts, BPRE Bruce Bell, OCC

CITY OF ATLANTA BUREAU OF PURCHASING



2002 APR -4 AM 9: 44

ATLANTA CITYOF

SHIRLEY FRANKLIN MAYOR

68 MITCHELL STREET, S.W. SUITE 4900, CITY HALL SOUTH ATLANTA, GEORGIA 30303-3531 TEL. 404 330-6501 FAX 404 658-7085

TRAFFIC & TRANSPORTATION SANDRA D. JENNINGS, P.E. Manager, Traffic Operations/Planning GORDON R. BUNDY Manager, Traffic Signals/Street Lights

April 5, 2002

MEMORANDUM

TO: Felicia Strong-Whittaker

Director

Bureau of Purchasing and Real Estate

FROM: Gordon R. Bundy

Public Works Manager

Department of Public Works/Traffic & Transportation

SUBJECT: Recommendation - Bid #FC-7344-01

In reference to Bid #FC-7344-01, Installation, Relocation, Removal, and/or Revision of Traffic Signals, Reversible Lane Signals and/or Street Lights and to make the following comments Associated Hardware, we wish recommendation.

Based on the combined unit prices for specified labor and equipment cost items, price per square yard of concrete and percentage mark-up for materials, an analysis of the three (3) bids for this service is as follows:

Company	Labor Unit Price Total	Equipment Unit Price Total	Concrete per Square Yard	M Total	aterials % Markup
Wright-Brown Electric,	Inc. \$ 192.00	\$ 244.00	\$ 47.00	\$ 483.00	17%
ETI, Inc.	\$ 125.00	\$ 304.00	\$ 125.00	\$ 554.00	30%
Paramount Contracting	\$ 230.00	\$ 424.00	\$ 80.00	\$ 734.00	10%

We are recommending the bid of Wright-Brown Electric, Inc. in the amount of \$483.00 (combined unit prices for specified Labor and Equipment and Price per Square Yard of Concrete) as the lowest bid meeting our specifications and requirements.

In addition we are recommending acceptance of Wright-Brown Electric, Inc.'s materials % markup of 17% and additional equipment items for Cable Reel Truck @\$12.00/Hour, Loop Cutting/Water Truck @\$12.00/Hour and Skid Steer (Bobcat) @\$10.00/Hour. We are recommending rejection of their additional labor items for Traffic Signal Design Engineer and CAD Operator.

We will appreciate your consideration of this recommendation. If additional information is required, please contact either myself or José Banda of this office.

GRB/jlb

cc: Correspondence File/

LEGISLATIVE SUMMARY

TO: CITY UTILITIES COMMITTEE

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO RENEWAL AGREEMENT NO. 2 WITH WRIGHT-BROWN ELECTRIC COMPANY FOR FC-7344-01, AND/OR REMOVAL, RELOCATION, INSTALLATION, REVISIONS OF TRAFFIC SIGNALS, REVERSIBLE LANE SIGNALS AND/OR STREET LIGHTS AND ASSOCIATED HARDWARE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED TWO MILLION SIX HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS (\$2,698,957.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 2001 QUALITY OF LIFE FUND - 1C45 574001 M41F055792BG (\$164,140.00), 1C45 574001 M41G017392BG (\$354,415.00), 1C45 574001 M41G017492BG (\$763,500.00), 1C45 574001 M41G017092BG (\$401,882.00), 1C45 574001 M41G017492BG (\$700,000.00); 2004 QUALITY OF LIFE 574001 M65G016492BH IMPROVEMENT BONDS - 1C50 (\$75,000.00), 1C50 574001 M65G016992BH (\$75,000.00), 1C50 574001 M65G016592BH (\$75,000.00), AND 2001 QUALITY OF LIFE FUND - 1C45 574001 M41F055892BG (\$90,000.00).

Council Meeting Date:

March 21, 2005

Legislation Title:

FC-7344-01, Renewal Agreement No. 2 - Installation, Relocation, Removal, and/or Revisions of Traffic Signals, Reversible Lane Signals and/pr Street Lights and Associated Hardware

Requesting Dept.:

Department of Public Works

Background:

Renewal Agreement No. 2 to continue construction services for another year with Wright-Brown Electric Company, in an amount not to exceed Two Million Six Hundred Ninety Eight Thousand Nine Hundred Fifty Seven Dollars (\$2,698,957.00).

Fund Account Center:

2001 QUALITY OF LIFE FUND - 1C45 574001 M41F055792BG (\$164,140.00), 1C45 574001 M41G017392BG (\$354,415.00), 1C45 574001 M41G017492BG (\$763,500.00), 1C45 574001 M41G017092BG (\$401,882.00), 1C45 574001 M41G017492BG (\$700,000.00); 2004 QUALITY OF LIFE IMPROVEMENT BONDS - 1C50 574001 M65G016492BH (\$75,000.00), 1C50 574001 M65G016992BH (\$75,000.00), 1C50 574001 M65G016592BH (\$75,000.00), AND 2001 QUALITY OF LIFE FUND - 1C45 574001 M41F055892BG (\$90,000.00).

Prepared By:

Djuana Herron, Contracting Officer

Contact Number:

(404) 330-6816

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE	ATTN: GREG PRIDGEON
Chief Procurement Officer's Signature: 4da	MAdam Le Smith
Originating Department: Department of Public Works	Contact Person: Djuana Herron (x 6816)
Committee(s) of Purview: City Utilities Committee	Council Deadline: February 28, 2005
Committee Meeting Dates: March 15, 2005	Full Council Date: March 21, 2005
CAPTION A RESOLUTION AUTHORIZING THE MAYOR AGREEMENT NO. 2 WITH WRIGHT-BROW INSTALLATION, RELOCATION, REMOVAL, A REVERSIBLE LANE SIGNALS AND/OR STREE ON BEHALF OF THE DEPARTMENT OF PEXCEED TWO MILLION SIX HUNDRED NIE FIFTY SEVEN DOLLARS (\$2,698,957.00). ALL OF AND PAID FROM FUND ACCOUNT AND COUNT OF THE TOTAL PROPERTY OF THE MAYOR AND ACCOUNT AND COUNT OF THE TOTAL PROPERTY OF THE TOTAL PROPER	AND/OR REVISIONS OF TRAFFIC SIGNALS, AND/OR REVISIONS OF TRAFFIC SIGNALS, ET LIGHTS AND ASSOCIATED HARDWARE, UBLIC WORKS IN AN AMOUNT NOT TO NETY EIGHT THOUSAND NINE HUNDRED CONTRACTED WORK SHALL BE CHARGED CENTER NUMBERS: 2001 QUALITY OF LIFE 100), 1C45 574001 M41G017392BG (\$354,415.00), 45 574001 M41G017092BG (\$401,882.00), 1C45 ALITY OF LIFE IMPROVEMENT BONDS - 50 574001 M65G016992BH (\$75,000.00), 1C50 1 QUALITY OF LIFE FUND - 1C45 574001
FINANCIAL IMPACT (if any) \$2,698,957.00 Mayor's Staff Only +++++++++++++++++++++++++++++++++++	11111111111111111111111111111111111111
(date) Submitted to Council:	(initials) (date)
(date) Action by Committee:ApprovedAdversedRe	HeldAmended ferredOther

A RESOLUTION BY

CITY UTILITIES COMMITTEE

A RESOLUTION TO AUTHORIZE PAYMENT OF STIPULATED **ENVIRONMENTAL** THE BY **IMPOSED** PENALTIES PROTECTION DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF GEORGIA (EPD) IN THE AMOUNT OF THIRTY TWO THOUSAND SIX HUNDRED FIFTY DOLLARS AND 00/100 (\$32,650.00) AS STIPULATED PENALTIES **GEORGIA** RULES VIOLATIONS OF THE REGULATIONS FOR WATER QUALITY CONTROL FOR VARIOUS UNPERMITTED DISCHARGES IN MAY, NOVEMBER, AND DECEMBER 2004; TO IDENTIFY THE SOURCE OF FUNDING; AND FOR OTHER PURPOSES.

WHEREAS, the City has experienced a violation of Georgia Rules and Regulations for Water Quality Control as set out in Exhibit "A" hereto; and

WHEREAS, on May 26, 2004 a discharge was reported from the South River WRC of approximately 3,353 gallons of treat effluent to waters of the state due to a leaking pipe in the effluent pump station wet well; and

WHEREAS, on November 8, 2004 a discharge was reported from the South River WRC of approximately 69.6 millions gallons of treated effluent to waters of the state; and

WHEREAS, from November 27-29, 2004 a discharge was reported from the South River WRC of approximately 1,077 gallons of treated effluent to waters of the state due to a leaking force main pipe at the effluent pump station; and

WHEREAS, on December 29, 2004 an unpermitted discharge of approximately 13,620 gallons of raw sewage to Proctor Creek occurred at 1190 Northwest Drive; and

WHEREAS, the Department of Watershed Management of the City does not dispute the fact these violations of the Georgia Water Quality Control Act did occur; and

WHEREAS, the payment to EPD of this assessment by the City does not constitute a finding or adjudication, is not to be evidence of a violation of state or federal laws by the City, nor does the City by its consent agree to any violations of state or federal laws or admit any liability to any third party or parties; and

WHEREAS, funds for this purpose are available in account number 2J01 529017 O30001; and

EL

WHEREAS, it is deemed to be in the interest of the City to accept the proposed consent order and to pay the incident assessments to them.

NOW, THEREFORE, BE AND IT IS RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

Section One: That the Chief Financial Officer of the City is authorized to issue a check in the amounts of Thirty Two Thousand Six Hundred Fifty Dollars and 00/100 (\$32,650.00) payable to the **State of Georgia** as penalties imposed pursuant to the Consent Order at the discretion of the Environmental Protection Division of the Department of Natural Resources of the State of Georgia; and

Section Two: That the said payments be chargeable to Account Number 2J01 529017 Q30001.

Georgia Department of Natural Resources

Environmental Protection Division, Water Protection Branch 4220 International Parkway, Suite 101, Atlanta, Georgia 30354 404/675-6232

January 21, 2005

Honorable Shirley Franklin, Mayor City of Atlanta Suite 5800, City Hall South 55 Trinity Avenue SW Atlanta, GA 30335-3029 2005 JAN 21 PH 4: 53
OFFICE L. CUMMISSIONER

FAX: 404/675-6247

RE:

Proposed Consent Order

South River Water Reclamation Center (WRC)

NPDES Permit No. GA0024040

Dear Mayor Franklin:

On August 18, 2004, the Environmental Protection Division (EPD) transmitted a proposed Consent Order to the City of Atlanta (City) to address several unpermitted discharges occurring from the sanitary sewer system associated with the City's Hartsfield Jackson Atlanta International Airport (HJAIA) Fifth Runway Project and the May 26, 2004 unpermitted discharge from the City's South River WRC. Per the City's request, EPD has separated the proposed Order into two Orders. The second Order will be mailed under separate cover.

The enclosed proposed Consent Order (Order) addresses the May 26, 2004 unpermitted discharge from the South River WRC. The Order also addresses two additional unpermitted discharges from a leak in the force main located at the South River WRC effluent pump station on November 8, 2004 and November 27-29, 2004, and a major spill of 19,604 gallons of raw sewage occurring on December 29, 2004, at 1190 Northwest Drive, NW. Therefore, EPD has revised the monetary settlement to \$32,650.00 to reflect the above referenced unpermitted discharges. Furthermore, EPD has included a condition for completing the repairs at the South River WRC effluent pump station by August 1, 2005 and a second condition to submit stream sampling data for the major spill occurring on December 29, 2004.

Please sign the attached Order and return it to our office by February 18, 2005. Please date the Order under the signature line for the City, but do not place a date in the lines above the Director's signature, as they will be filled in when the Order is executed. In accordance with Chapter 391-1-3 of the Public Participation in Enforcement of Environmental Statutes Rule, EPD plans to issue a public notice on this Order once the Order has been signed and returned by the City. After consideration of any comments received during the 30-day comment period, EPD will present to the City an executed Order or an Order with modifications based upon comments received pursuant to the public notice. In the event that no changes are made to the proposed

 Mayor Shirley Franklin Page 2 January 21, 2005

Order previously forwarded to the City, the City will be responsible for paying the settlement amount in accordance with Condition No. 1 of the Order. Payment should be in the form of a check made payable to the Georgia Department of Natural Resources.

Your cooperation in this matter is appreciated.

Sincerely,

Vince Williams, Acting Chief Water Protection Branch

VW/elw

Enclosure

CC: Rob Hunter, Commissioner Department of Watershed Management Sally Mills, Director, Office of Environmental Compliance

ENVIRONMENTAL PROTECTION DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES

STATE OF GEORGIA

IN RE: City of Atlanta

Sanitary Sewer System

South River Water Reclamation Center Discharges

ORDER NO. EPD-WQ-

CONSENT ORDER

WHEREAS, the Director of the Georgia Environmental Protection Division

(Director, EPD) has issued a National Pollution Discharge Elimination System (NPDES)

Permit No. GA0024040 (Permit) to the City of Atlanta (City) for its South River Water

Reclamation Center (WRC); and

WHEREAS, the Permit authorizes the City to discharge treated wastewater

according to effluent limitations, monitoring requirements, and other conditions set forth

in the Permit; and

WHEREAS, Chapter 391-3-6-.02(2)(c) of the Rules defines "sewerage system"

as any system that treats or disposes of pollutants including treatment works, pipelines,

or conduits, pumping stations or force mains, and all other constructions, devices, and

appliances appurtenant thereto, used to conduct pollutants to the point of ultimate

disposal; and

WHEREAS, on May 26, 2004, the City reported a release of approximately 3,353

gallons of treated effluent to the waters of the State (South River) from the WRC due to

a leaking pipe in the effluent pump station wet well; and

1

WHEREAS, on May 26, 2004, EPD investigated the release from the WRC; and WHEREAS, the leaking pipe identified as the cause of the unpermitted discharge was under the chemical feed building that houses ferric chloride; and

WHEREAS, part of the flow from the unpermitted discharge was trapped in the crawl space under the chemical feed building; and

WHEREAS, on November 8, 2004, the City reported a release of approximately 1,077 gallons of treated effluent to the waters of the State (South River) from the WRC due to a leaking force main pipe at the effluent pump station; and

WHEREAS, to stop the November 8, 2004 overflow from reaching State waters, the City set up a pump in the pit next to the effluent pump station to return flow from the leaking pipe back to the sand filters; and

WHEREAS, on November 15, 2004, per the City's request, EPD made a site visit to the WRC; and

WHEREAS, during the site visit, the City was still trying to determine the location of the leak and the needed corrective actions; and

WHEREAS, EPD requested the City to provide weekly status reports of the repair of the effluent force main; and

WHEREAS, in an update report dated November 26, 2004, the City reported the leak to be in the end cap of the force main and parts needed to fix the leak were on order; and

WHEREAS, on November 27, 2004, a complete failure of the force main header resulted in the release of treated effluent from the WRC to the South River; and

WHEREAS, on November 29, 2004, EPD investigated the continued release of treated effluent from the force main failure at the WRC; and

WHEREAS, the parts needed to repair the force main were scheduled to arrive on November 29, 2004; and

WHEREAS, once the parts arrived the City was able to repair the force main; and

WHEREAS, on November 27-29, 2004, the City reportedly released 69.6 million gallons of treated effluent to South River; and

WHEREAS the Permit authorizes the WRC to discharge into the Chattahoochee River; and

WHEREAS, the May 26, 2004, November 8, 2004, and November 27-29, 2004, releases are unpermitted discharges; and

WHEREAS, on December 7, 2004, the City and EPD met to discuss the unpermitted discharges; and

WHEREAS, during this meeting, the City indicated that the effluent pump station was scheduled for repairs and that the line that had caused the May 26, 2004 discharge had been isolated; and

WHEREAS, in a December 20, 2004 letter, the City submitted a schedule for the repairs to the effluent pump station; and

WHEREAS, Part II.A.1 of the Permit requires that the City maintain and operate efficiently all treatment or control facilities and related equipment installed or used by the City to achieve compliance with the terms and conditions of the Permits; and

WHEREAS, on December 29, 2004, EPD found an overflowing manhole in a wooded area near Bankhead Highway and Watts Road; and

WHEREAS, EPD reported the overflowing manhole to the City; and

WHEREAS, the City reported that the overflowing manhole located by EPD had released 19,604 gallons of raw sewage from the sanitary collection and transmission system at 1190 Northwest Drive of which 13,620 gallons entered States Waters (Proctor Creek) due to a grease and roots blockage; and

WHEREAS, Chapter 391-3-6-.05 of the Rules defines a "major spill" as a discharge of pollutants into the waters of the State by a POTW that is in excess of 10,000 gallons or results in water quality violations in the waters of the State; and

WHEREAS, the December 29, 2004 event meet the definition of a major spill; and

WHEREAS, Chapter 391-3-6-.03(5)(c) of the Rules states that all waters shall be free from material related to municipal, industrial, or other discharges which produce turbidity, color, odor, or other objectionable conditions which interfere with legitimate water uses and Chapter 391-3-6-.03(5)(e) of the Rules states that all water shall be free from toxic, corrosive, acidic and caustic substances discharged from municipalities, industries or other sources, such as nonpoint sources, in amounts, concentrations or combinations which are harmful to humans, animals or aquatic life; and

WHEREAS, Section 12-5-29(a) of the Official Code of Georgia Annotated (Code) makes it unlawful to use waters of the State for the disposal of sewage or other wastes, except in such a manner as to conform to and comply with the code and all rules, regulations, orders and permits established under the Code; and

WHEREAS, Section 12-5-52(a) of the Code provides that any person violating any provision of the Code or any permit condition or limitation established pursuant to the Code shall be liable to the State of Georgia for a civil penalty not to exceed \$50,000 per day per violation; and

WHEREAS, failure of the Director to take appropriate enforcement action against the City for noncompliance would result in Federal enforcement action against the City; and

WHEREAS, the City, in an effort to cooperate with EPD and to comply with the provisions of the Code, agrees to comply with the terms and conditions of this Order.

NOW, THEREFORE, the Director ORDERS and the City AGREES to the following:

- Submit to the Georgia Department of Natural Resources within thirty days
 from the effective date of the Order, a monetary settlement of \$32,650.00 for
 the unpermitted discharges from the South River WRC occurring on May 26,
 2004, November 8, 2004, and November 27-29, 2004 and the major spill
 occurring on December 29, 2004.
- 2. Complete scheduled repairs to the effluent pump station at the South River WRC as described in the City's December 20, 2004 letter by August 1, 2005. Within 30 days of completion of the project, submit to EPD written confirmation of effluent pump station repairs.
- Continue to submit to EPD the results of the stream-monitoring program conducted by the City in accordance with the requirements of the major spill provisions per Chapter 391-3-6-.05(3)(c) of the Rules for the major spill

occurring on December 29, 2004. This data shall include sampling upstream and downstream of the waters affected by the major spill for the following parameters:

- a. Dissolved Oxygen
- b. Fecal Coliform Bacteria
- c. pH
- d. Temperature

Samples shall be collected once per day for one week with the results for fecal coliform bacteria reported as a geometric mean, once per week for the remainder of the month with the entire month of fecal coliform bacteria results reported as a geometric mean, and once per week during the 3rd and 12th month with the fecal coliform bacteria results reported as geometric means, as well. The results are to be submitted to EPD by the 15th day of the month following the sampling period.

This Order does not waive EPD's power to take further enforcement action, or imply that EPD will not take such action if the City fails to (1) meet all Permit conditions (2) fully satisfy the conditions of the Order, or (3) fully comply with any other relevant requirements.

This Order is not a finding, adjudication of, or evidence of a violation of any State law by the City nor does the City by its consent agree to any violation of State laws nor admit any liability to any third party or parties.

This Order does not relieve the City of any obligations or requirements of the NPDES Permit.

This Order is final and effective immediately and shall not be appealable, and the						
City waives any hearing on its terms and conditions.						
IT is so ORDERED, CONSENTED and AGREED TO this day						
, 2005.						
FOR THE DIRECTOR:	CAROL A. COUCH, Ph. D. Director					
FOR THE FACILITY:	CITY OF ATLANTA					
	BY:					
	TITLE:					
	DATE:					

Georgia Department of Natural Resources
Georgia Protection Division/Nvater Protection Branch
42220 International Parkway, Suite 101
Atlanta, Georgia 30354

Various Penalties Paper Legislative White Paper

Committee of Purview: City Utilities Committee

Caption

A RESOLUTION BY CITY UTILITIES COMMITTEE

A RESOLUTION TO AUTHORIZE PAYMENT OF STIPULATED PENALTIES IMPOSED BY THE ENVIRONMENTAL PROTECTION DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF GEORGIA (EPD) IN THE AMOUNT OF THIRTY TWO THOUSAND SIX HUNDRED FIFTY DOLLARS AND 00/100 (\$32,650.00) AS STIPULATED PENALTIES FOR VIOLATIONS OF THE GEORGIA RULES AND REGULATIONS FOR WATER QUALITY CONTROL FOR VARIOUS UNPERMITTED DISCHARGES IN MAY, NOVEMBER, AND DECEMBER 2004; TO IDENTIFY THE SOURCE OF FUNDING; AND FOR OTHER PURPOSES.

Council Meeting Date:

March 21, 2005

Legislation Title:

Various Penalties Paper

Requesting Dept.:

Department of Watershed Management

Contract Type:

N/A

Source Selection:

N/A

Bids/Proposals Due:

N/A

Invitations Issued:

N/A

Number of Bids/:

N/A

Proposals Received:

N/A

Bidders/Proponents:

N/A

Justification Statement:

This legislation permits the payment of penalties associated with the discharge occurrences below.

Background:

On May 26, 2004 a discharge was reported from the South River WRC of approximately 3,353 gallons of treat effluent to waters of the state due to a leaking pipe in the effluent pump station wet well; on November 8, 2004 a discharge was reported from the South River WRC of approximately 69.6 millions gallons of treated effluent to waters of the state; from November 27-29, 2004 a discharge was reported from the South River WRC of approximately 1,077 gallons of treated effluent to waters of the state due to a leaking force main pipe at the effluent pump station and on December 29, 2004 an unpermitted discharge of approximately 13,620 gallons of raw sewage to Proctor Creek occurred at 1190 Northwest Drive.

Fund Account Center: 2J01 529017 030001.

Source of Funds:

N/A

Fiscal Impact:

Penalties in the amount of Thirty Two Thousand Six Hundred Fifty Dollars and 00/100

(\$32,650.00) will be paid to the EPA and EPD collectively.

Term of Contract:

N/A

Method of Cost Recovery: N/A

Approvals:

DOF:

DOL:

Prepared By: Ben Taube

Contact Number: 404-330-6752

TRANSMITTAL FORM FOR LEGISLATION

TO:	MAYOR'S O	FFICE	Greg P	ridgeon	
10.		(For revie	w & Distribution t	o Execution Manag	gement)
Commiss	ioner's Signature:	sheet J. 14	unter Directo	or's Signature:_	
		()		ct (name):_ Rob	Hunter
From: Or Committ	rigination Dept. <u>Waters</u> ee(s) Purview: <u>City I</u>	<u>lied Managemen</u> <u>Jtilities</u>		adline: <u>Feb 28</u>	
Committ	ee Meeting Date(s): Ma	arch 15, 2005	City Council M	leeting Date: M	arch 21, 2005
CAPTIO	<u>ON:</u>				
A RESO	LUTION BY CITY U	TILITIES CO!	MMITTEE		
]]] (A RESOLUTION TO MPOSED BY THE DEPARTMENT OF NAIN THE AMOUNT OF THE DOLLARS AND 00/VIOLATIONS OF THE QUALITY CONTROL NOVEMBER, AND DE AND FOR OTHER PURPOSED BY THE PURPOSED BY	ENVIRONMEN' TURAL RESOU OF THIRTY T' 100 (\$32,650.00 E GEORGIA R' FOR VARIOUS CEMBER 2004;	TAL PROTECT RCES OF THE WO THOUSAND AS STIPUTULES AND RES UNPERMITT	CTION DIVISION STATE OF GEOND SIX HUNFULATED PENDEGULATIONS TED DISCHARGE	ON OF THE CORGIA (EPD) DRED FIFTY ALTIES FOR FOR WATER GES IN MAY,
On May 3,353 g station of approximain pi of approximain pi of appro Drive.	wet well; on November with the property of the	to waters of the cer 8, 2004 a disease was reported of treated effluing station and of the constant of the certain of the cert	scharge was receated effluent orted from the ent to waters on December 2 rage to Proctor	a leaking pipe eported from the to waters of the South River Vof the state due 29, 2004 an unjectures.	n the effluent pump ne South River WRC e state; from VRC of to a leaking force permitted discharge ed at 1190 Northwest
Penaltie	CIAL IMPACT (If And is in the amount of This (0.00) will be paid to	rty Two Thousa	and Six Hundr PD collectivel	ed Fifty Dollar y.	rs and 00/100
Mayor'	s Staff Only				922
Receive	ed by Mayor's Office:	3.1.0 T (date)	(initials)	Reviewed by	: 75
Submit	to Council:	(date)		
Action	by Committee:				Amended
	Subotit	ute Refe	erred Of	ther	

A RESOLUTION BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ISSUE A NOTICE-TO-PROCEED WITH ARCADIS/BPA, JOINT VENTURE, FOR FC-7619-03A, ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR RECONSTRUCTION OF RETAINING WALL AT MARTIN LUTHER KING DRIVE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED SEVENTY SEVEN THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS (\$77,927.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 1C50 574001 M65F072392BH (2004 QUALITY OF LIFE IMPROVEMENT BONDS FACILITIES OTHER THAN BUILDINGS STREET RESURFACING & RECONSTRUCTION, DISTRICT 3).

WHEREAS, the City of Atlanta (the "City") did enter into FC-7619-03A, Annual Contract for Architectural and Engineering Services; and

WHEREAS, the Commissioner of the Department of Public Works requires Architectural and Engineering Services for Retaining Wall at Martin Luther King Jr. Drive in the amount not to exceed Seventy Seven Thousand Nine Hundred Twenty Seven Dollars (\$77,927.00); and

WHEREAS, the Commissioner of the Department of Public Works and the Chief Procurement Officer for the Department of Procurement have recommended Arcadis/ BPA, Joint Venture, to provide Architectural and Engineering Services for Retaining Wall at Martin Luther King Jr. Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to approve a notice-to-proceed with Arcadis/BPA, Joint Venture, for FC-7619-03A, Annual Contract for Architectural and Engineering Services; in the amount not to exceed Seventy Seven Thousand Nine Hundred Twenty Seven Dollars (\$77,927.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate agreement for execution by the Mayor to be approved by the City of Atlanta as to form.

BE IT FURTHER RESOLVED, that this notice-to-proceed should not become binding on the City, and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all services for said notice-to-proceed shall be charged to and paid from fund account and center number: 1C50 574001 M65F072392BH (2004 QUALITY OF LIFE IMPROVEMENT BONDS FACILITIES OTHER THAN BUILDINGS STREET RESURFACING & RECONSTRUCTION, DISTRICT 3).

2/28/05 DOP (ADS)

E-3



CITY OF ATLANTA

SHIRLEY FRANKLIN MAYOR 55 TRINITY AVE., SW, ATLANTA, GEORGIA 30303-0324 SUITE 4700, CITY HALL - SOUTH (404) 330-6240 FAX (404) 658-7552 email: publicworks@atlantaga.gov DEPARTMENT OF PUBLIC WORKS

David E. Scott, P.E. Commissioner

MEMORANDUM FOR: PROCESSING OF TASK ORDER

DATE:

February 11, 2005

TO:

Adam L. Smith, Chief Procurement Officer

Department of Procurement

FROM:

David E. Scott, P.E, Commissioner

Department of Public Works

SUB:

Task Order #2 to: FC-7619-03A - Annual Contract for: Architectural and

Engineering Services

Contractor: Arcadis/Brindley Pieters & Associates, A JV

A. DESCRIPTION OF TASK ORDER

The Department of Pubic Works' (DPW') Quality of Life Bond Program (QOL) requests the processing (Legislation Preparation and NTP) of Task Order #2 of Contract No. FC-7619-03A for the following "Scope of Work" - Design services for Reconstruction of Retaining Wall at Martin Luther King Drive, as described in the attached.

B. NEED FOR TASK ORDER

This Task Order is need to rehabilitate the deteriorating masonry retaining walls on MLK Jr. Drive under a pedestrian bridge in the AUC area. At a minimum, the attached photos will provide evidence that the mortar holding the brownstone like wall units together needs to be replaced, and the precast header slabs need to be secured as well.

C. TASK ORDER FEE

The total project fee amount is \$77,927.00 and appears to be in line with Exhibit C of the Contract. Attached is the Fee Estimate.

D. PERFORMANCE INFORMATION

If additional information is needed, please feel free to contact Sharon Gardner at Ext. 6578.

DES/sg

Attachments:

1. Proposal from Arcadis/Brindley Pieters & Associates, A JV

cc: Sandra Jennings, Department of Public Works
Althea Smith, Department of Public Works
Billy Mitchell, Department of Public Works-Contact
Keith Brooks, Department of Procurement
Contracting Unit, Department of Public Works / File



Mr. W.E. "Billy" Mitchell City of Atlanta Department of Public Works 55 Trinity Avenue, SE Atlanta, GA 30303 ARCADIS/BPA, Joint Venture 2849 Paces Ferry Road Suite 400 Atlanta Georgia 30339 Tel 770 431 8666 Fax 770 435 2666

Subject

MLK, Jr. Drive Walls Rehabilitation

Dear Mr. Mitchell:

ARCADIS/BPA, Joint Venture (ARCADIS/BPA) is pleased to submit this proposal for engineering inspection and design for the rehabilitation of the two walls along MLK, Jr. Drive near University Avenue. This project will be performed under the City of Atlanta Annual Contract.

The services provided under this proposal include inspection, historical assessment, geotechnical, subsurface utility investigation, engineering design, and technical specifications and contract document preparation. This proposal presents our understanding of the project, our scope of services, our project team, our proposed schedule, and our not-to-exceed fee for completing the project.

Project Understanding

The purpose of the project is to evaluate the existing conditions of the walls and to recommend methods for stabilization and rehabilitation. Upon approval of the methods for rehabilitation, construction documents will be prepared.

Scope of Services

ARCADIS/BPA will provide the following services for the walls along MLK, Jr. Drive near University Avenue:

Phase I - Inspection

- Gather and evaluate all available information from the Department of Public Works, such as previous studies, standards, and any other pertinent data available.
- 2. Evaluate the historical aspects of the walls.
- 3. Locate all subsurface utilities adjacent to the walls.
- 4. Investigate the geotechnical aspects of the area behind the walls.
- 5. Evaluate methods for rehabilitation and stabilization of walls.

TRANSPORTATION

Date:

February 8, 2005

Contact:

Susan K. Wynn

Extension: 610

E-mail:

swynn@arcadis-us.com

Our ref: 2005-028

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.



Deliverables:

Inspection findings report, including recommendations

Phase II - Design and Contract Documents

Prepare biddable design drawings and detailed specifications for construction of the project. Construction sequencing and maintenance of traffic will be included to minimize disruption of service along MLK, Jr. Drive.

Deliverables:

- Final construction documents, including geotechnical report
- Construction cost estimate and schedule

Phase III - Construction Oversight

- 1. Conduct up to four site visits and provide written inspection reports.
- 2. Participate in pre-bid and pre-construction meetings.
- 3. Review the contractor's method of construction, shop drawings, and invoices.

Deliverables

- Inspection report
- Meeting minutes
- Reviewed invoices
- Reviewed shop drawings
- Reviewed method of construction

Project Assumptions

The ARCADIS/BPA team submits the following assumptions relative to this project:

- The Department of Public Works will coordinate with adjacent property owners for access to properties.
- Because of limited access, geotechnical borings will be drilled along the uppermost sidewalk level.



Project Team

The members of the ARCADIS/BPA team that will work on this project and their responsibilities are as follows:

- ARCADIS project management and design
- Brindley Pieters & Associates, Inc. project management and design
- Edwards-Pitman Environmental historical property assessment
- Willmer Engineering geotechnical studies
- TBE Group subsurface utility evaluation

Schedule

ARCADIS/BPA estimates that design and permit submittals for this project will take approximately 11 weeks to complete. Our projected schedule is enclosed.

Fee

ARCADIS/BPA proposes to complete the work described in this proposal for the not-to-exceed fee of \$77,927.00. A breakdown of our estimated hours and fees is enclosed.

ARCADIS/BPA appreciates this opportunity to work for the City of Atlanta. Please call us if you have any questions or comments.

Wesley Barnes, PE

Senior Vice President and

Deputy Contract Manager

Sincerely,

John C. Dean PE

Vice President and Contract Manager

Enclosure

Copies:

Bruce McNitt Susan Wynn Doug Edwards

This proposal and its contents shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS/BPA as a result of—or in connection with—the submission of this proposal, ARCADIS/BPA and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use, or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Page: 3/3



Summary

Martin Luther King, Jr. Wall Inspection and Report 2005-028

Tank		Estimated Cost
Task		
Dida	\$	60,038.00
Bridge	\$	7.097.00
Roadway	\$	10,792.00
Construction Oversight	Φ	10,732.00

Total \$ 77,927.00



Martin Luther King, Jr. Wall Inspection and Report 2005-028

Hour Estimate

Task Bridge

#	Item/Task Description	No. of Dwgs.	Pr. Mgr.	Proj. Eng.	Des. Eng.	Tech.	CADD	Cler.	Total
1	Project Planning		4	4					8
2	Site Visits			8					8
3	Maintenance of Traffic Review			6		***************************************			6
4	Coordination Meeting with City of Atlanta		6	6					12
5	QA/QC		6	4					10
6	Project Management		12						
7	Coordination with Geotechnical			4					4
8	Coordination with SUE			6					
9	Coordination with Environmental			4					
10	Evaluate Methods for Wall Stabilization		6	12					18
11	Prepare Specifications		16	6				12	34
12	Prepare Sequence of Construction		4	6					10
13	Prepare Construction Drawings			16			24		40
Total			54	82			24	12	172



Cost Estimate

Martin Luther King, Jr. Wall Inspection and Report 2005-028

Task Bridge

. .:

DIRECT LABOR							
Personnel		Est. Hours	R	ate/Hour		Cost (\$)	Totals
Civil Design							
Senior Professional		54	\$	174.74	\$	9,435.96	
Professional		82	\$	123.11	\$	10,095.02	
Engineer			\$	83.46	\$	-	
Technician			\$	67.17	\$	*	
CADD		24	\$	65.33	\$	1,567.92	
Clerical		12	\$	45.00	\$	540.00	
Total Direct Labor		172			\$	21,638.90	\$ 21,639
Overhead (Indirect Cost on La	bor Above)						
Labor x Overhead Rate = Ove	rhead (\$)						\$ •
Total Direct Labor plus Overho	ead						\$ 21,639
Direct Costs (Specify)							
Reproduction		Sets	SI	neets/set	(Cost/sheet	
CADD Mylars		10		5		\$15.00	\$ 750
Color Plots							\$
Blacklines		20		5		\$6.00	\$ 600
Blacklines - Half Size		10		5		\$3.00	\$ 150
Photocopies		100	C	opies x		\$0.15	\$ 15
Color Copies			C	opies x			\$
Supplies, Postage, Communic	ation						\$ 50
Travel		120		miles x		\$0.400	\$ 48
Subcontractors (List)	Edwards-Pitman E	Environmental -	Cultu	ral Resourc	es		\$2,865
	Willmer E	ingineering - Ge	otect	nnical			\$28,378
		TBE Group - S	UE				\$ 5,543
Other Direct Expenses (List)							
Total Direct Costs							\$ 38,399
Total Estimated Costs							\$ 60,03
Profit							\$
Maximum Amount of Contract	Proposal						\$ 60,038



Martin Luther King, Jr. Wall Inspection and Report 2005-028

Engineering Cost

Hour Estimate

Task Roadway

Task No.

,		No. of	Pr.	Proj.	Des.				
#	Item/Task Description	Dwgs.	Mgr.	Eng.	Eng.	Tech.	CADD	Cler.	Total
1	Project Planning			2					2
2	Site Visits			6					6
3	Maintenance of Traffic Review			32					32
4	Coordination Meeting with City of Atlanta			4					4
5	QA/QC			4					4
6	Project Management			4					4
		:							
				V					
									ASSESSED ASSESSEDA
}									
						ŀ			
Total				52					52



Cost Estimate

Martin Luther King, Jr. Wall Inspection and Report 2005-028

Task Roadway

DIRECT LABOR					
Personnel	Est. Hours	Rate/Hour	Cost (\$)	Γ	Totals
Civil Design				1	
Senior Professional (E8)		\$ 174.74	\$ -		
Professional (E6)	52	\$ 123.11	\$ 6,401.72		
Engineer (E4)		\$ 83.46	\$ -		
Technician (D2)		\$ 67.17	\$ -		
CADD (C3)		\$ 65.33	\$ -		
Clerical		\$ 45.00	\$ -		
Total Direct Labor	52		\$ 6,401.72	\$	6,402
Overhead (Indirect Cost on Labor Above)					
Labor x Overhead Rate = Overhead (\$)				\$	
Total Direct Labor plus Overhead				\$	6,402
Direct Costs (Specify)		· · · · · · · · · · · · · · · · · · ·			
Reproduction	Sets	Sheets/set	Cost/sheet		
CADD Mylars	10	2	\$15.00	\$	300
Color Plots				\$	-
Blacklines	20	2	\$6.00	\$	240
Blacklines - Half Size	10	2	\$3.00	\$	60
Photocopies	100	copies x	\$0.15	\$	15
Color Copies		copies x		\$	-
Supplies, Postage, Communication				\$	50
Travel	75	miles x	\$0.400	\$	30
Subcontractors (List)					
Other Direct Expenses (List)				: 	**************************************
Total Direct Costs				\$	695
Total Estimated Costs		-		\$	7,097
Profit				\$	-
Maximum Amount of Contract Proposal				\$	7,097



Hour Estimate

Martin Luther King, Jr. Wall Inspection and Report 2005-028

Task Construction Oversight

#	Item/Task Description	No. of Dwgs.		Proj. Eng.	Des. Eng.	Tech.	CADD	Cler.	Total
1	Four Site Visits			20				Cicr.	10(4)
2	Review Contractor's Invoices		8						
3	Review Contractor's Method of Construction		2	8					
4	Shop Drawing Review		1	12					
5	Pre-bid Meeting		4	4					
6	Pre-Construction Meeting		4	4					
7	Project Management		8						
					ŧ				
Total									
		<u></u>	27	48	<u>_</u>				75



Cost Estimate

Martin Luther King, Jr. Wall Inspection and Report 2005-028

Task Construction Oversight

Personnel	Est. Hours	TR	ate/Hour	Т	Cost (\$)	Т	T-1-1-
Civil Design		†		╂─	Ουσε (ψ)	╂	Totals
Senior Professional	27	\$	174.74	\$	4,717.98		
Professional	48	1 '	123.11	1 1	5,909.28	İ	
Engineer		\$	83.46	ľ	0,000.20		
Technician		\$	67.17	1	_		
CADD		\$	65.33	\$	_		
Clerical		\$	45.00	\$	_		
Total Direct Labor	75			\$	10,627.26	\$	10,627
Overhead (Indirect Cost on Labor Above)	······································	<u> </u>		L <u>·</u>	.0,027.20	<u> </u>	10,02
Labor x Overhead Rate = Overhead (\$)						\$	
Total Direct Labor plus Overhead		······				\$	10,627
Direct Costs (Specify)						Ψ	10,021
Reproduction	Sets	Sh	eets/set	С	ost/sheet		
CADD Mylars					\$15.00	\$	
Color Plots					,	\$	_
Blacklines					\$6.00	\$	_
Blacklines - Half Size					\$3.00	\$	_
Photocopies	100	cc	pies x		\$0.15	\$	15
Color Copies		co	pies x			\$	
Supplies, Postage, Communication						\$	50
Travel	250	m	iles x		\$0.400	\$	100
Subcontractors (List)							
Other Direct Expenses (List)		<u>-</u> ,					
otal Direct Costs				***************************************		\$	165
Total Estimated Costs	***			··		\$	10,792
Profit					i	\$,
Maximum Amount of Contract Proposal						\$	10,792



Martin Luther King, Jr. Wall Inspection and Report

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Schedule											
Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 1 Week 2 Week 3 Week 4 Week 5 Week 6 Week 7 Week 8 Week 9 Week 10 Week 11	Week 11
Site Visit and Existing Condition Review											
Evaluate Historical Aspects of Wall											
SUE											
Obtain Clearance for Geotechnical Work											
Clear Utilities for Geotechnical Work		•									
Geotechnical Field Work											
Geotechnical Lab Work											
Complete Geotechnical Analysis and Prepare Draft Report											
Evaluate Methods for Wall Stabilization											
Submit Inspection Report and Recommendations								**************************************			
City Review and Comments											
Prepare MOT											
Prepare Specifications, Sequence of Construction											
Prepare and Submit Construction Drawings											
Incorporate Comments and Submit Final											

DEPARTMENT OF PROCUREMENT LEGISLATION SUMMARY

TO: CITY UTILITIES COMMITTEE

A RESOLUTION BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ISSUE A NOTICE-TO-PROCEED WITH ARCADIS/ BPA, JOINT VENTURE, FOR FC-7619-03A, ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR RECONSTRUCTION OF RETAINING WALL AT MARTIN LUTHER KING DRIVE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED SEVENTY SEVEN THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS (\$77,927.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 1C50 574001 M65F072392BH (2004 QUALITY OF LIFE IMPROVEMENT BONDS FACILITIES OTHER THAN BUILDINGS STREET RESURFACING & RECONSTRUCTION, DISTRICT 3).

REQUESTING

DEPARTMENT:

Department of Public Works

CONTRACT TYPE:

Professional Services

AWARDEES:

(1) CH2M Hill/Williams-Russell and Johnson

(2) Atlanta Services Group(3) JP2 (Jacobs, Prad, PBS&J)(4) Shaw/ Aim, Joint Venture

(5) Metcalf & Eddy/Cardozo Engineering, Joint Venture(6) Arcadis/Brindley Pieters & Associates, Joint Venture

SOURCE

SELECTION:

RFP

PROPOSALS DUE:

January 7, 2004

INVITATIONS MAILED:

146

PROPOSALS

RECEIVED:

12

PROPONENTS:

Arcadis/BPA-(Brindley Pieters & Associates) - Joint Venture

Atlanta Architects & Engineers, Joint Venture

Atlanta Services Group, a Joint Venture

Infrastructure Partners-Joint Venture (B & E Jackson/HDR/Malcom

Pirnie)

Brown and Caldwell/Deloan Hampton & Associatees/Long Engineering

Inc. - Joint Venture

CH2M Hill/Williams-Russell and Johnson - Joint Venture

Earthtech/IMCo Joint Venture

HTL - Harrington, Tetra Tech & Lowe-Joint Venture

JP² (Jacobs, Prad, PBS&J) - Joint Venture

Metcalf & Eddy/Cardozo Engineering-Joint Venture

Parsons Brinckerhoff & Khafra-Joint Venture

Shaw Environmental Inc. /AIM Partners, PLC-JV

BACKGROUND:

THE SCOPE OF WORK FOR THIS PROJECT IS TO REHABILITATE THE DETERIORATING MASONRY RETAINING WALL ON MARTIN LUTHER KING JR. DRIVE UNDER A PEDESTRIAN BRIDGE IN THE AUC AREA.

EVALUATION TEAM COMPOSITION:

DPRCA, DWM, DPW, DPCD, OGA, OCC and Risk Management

PROJECT PARTICIPATION:

Arcadis/Brindley Pieters & Associates	s a JV	(15 pts.)
Brindley Pieters	AABE	40%
Smith Real Estate Services, Inc.	AABE	3%
PEQ, Inc.	AABE	3%
Willmer Engineering, Inc.	FBE	1%
Architecture Group, Inc.	FBE	7%
Edwards-Pitman Environmental, Inc.	FBE	3%
	·····	*****

Participation Total

57%

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE	ATTN: GREG PRIDGEON
Chief Procurement Officer Signature:	Vday & Bruth
Cinci i i octioni o zavor a againment	Adam L. Smith

Originating Department: Department of Public

Works

Contact Person: Anthony Stanley x 6384

WOLKS

Committee(s) of Purview: City Utilities

Committee

Council Deadline: February 28, 2005

Committee Meeting Dates(s): March 15, 2005

March 16, 2005

Full Council Date: March 21, 2005

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ISSUE A NOTICE-TO-PROCEED WITH ARCADIS/ BPA, JOINT VENTURE, FOR FC-7619-03A, ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR RECONSTRUCTION OF RETAINING WALL AT MARTIN LUTHER KING DRIVE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED SEVENTY SEVEN THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS (\$77,927.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 1C50 574001 M65F072392BH (2004 QUALITY OF LIFE IMPROVEMENT BONDS FACILITIES OTHER THAN BUILDINGS STREET RESURFACING & RECONSTRUCTION, DISTRICT 3).

BACKGROUND

THE SCOPE OF WORK FOR THIS PROJECT IS TO REHABILITATE THE DETERIORATING MASONRY RETAINING WALL ON MARTIN LUTHER KING JR. DRIVE UNDER A PEDESTRIAN BRIDGE IN THE AUC AREA.

FINANCIAL IMPACT (if any) \$77,927.00

Mayor's Staff Only	: 1 1	1111111				
111111111111111111111111111111111111111	3.1.05	A /	n	TH	D	
Received by Mayor's Office	c:(date)		Reviewed by:	(initials)	(date)	.
Submitted to Council:						
	(date)					
Action by Committee:	Approved	_Adversed	Held _	Amended		
Sı	ubstituteReferre	edOt	her			

A RESOLUTION BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ISSUE A NOTICE-TO-PROCEED WITH JACOBS/PRAD/PBS & J, JOINT VENTURE, FOR FC-7619-03D, ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR DONALD LEE HOLLOWELL SIGNAL DESIGN PROJECT TO INCLUDE-TRAFFIC SIGNAL UPGRADES ALONG DONALD LEE HOLLOWELL PARKWAY FROM MAYNARD COURT TO JAMES P. BRAWLEY, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND SEVENTY SIX CENTS (\$151,916.76). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 1C45 574001 M41G017092BG (2001 QUALITY OF LIFE FUND FACILITIES OTHER THAN BUILDINGS TRAFFIC SIGNALS & COMM., BANKHEAD)

WHEREAS, the City of Atlanta (the "City") did enter into FC-7619-03D, Annual Contract for Architectural and Engineering Services; and

WHEREAS, the Commissioner of the Department of Public Works requires Architectural and Engineering Services for Donald Lee Hollowell Signal Design Project to include-Traffic Signal Upgrades along Donald Lee Hollowell Parkway From Maynard Court to James P. Brawley in the amount not to exceed One Hundred Fifty One Thousand Nine Hundred Sixteen Dollars and Seventy-Six Cents (\$151,916.76); and

WHEREAS, the Commissioner of the Department of Public Works and the Chief Procurement Officer for the Department of Procurement have recommended Jacobs/PRAD/PBS & J, Joint Venture, to provide Architectural and Engineering Services for Donald Lee Hollowell Signal Design Project to include-Traffic Signal Upgrades along Donald Lee Hollowell Parkway From Maynard Court to James P. Brawley.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to approve a notice-to-proceed with Jacobs /PRAD/PBS & J, Joint Venture, for FC-7619-03D, Annual Contract for Architectural and Engineering Services; in the amount not to exceed One Hundred Fifty One Thousand Nine Hundred Sixteen Dollars and Seventy-Six Cents (\$151,916.76).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate agreement for execution by the Mayor to be approved by the City of Atlanta as to form.

BE IT FURTHER RESOLVED, that this notice-to-proceed should not become binding on the City, and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all services for said notice-to-proceed shall be charged to and paid from fund account and center number: 1C45 574001 M41G017092BG (2001 QUALITY OF LIFE FUND FACILITIES OTHER THAN BUILDINGS TRAFFIC SIGNALS & COMM., BANKHEAD).

02/25/05 DOP (ADS)

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DEPARTMENT OF PROCUREMENT LEGISLATION SUMMARY

TO: CITY UTILITIES COMMITTEE

A RESOLUTION BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ISSUE A NOTICE-TO-PROCEED WITH JACOBS/PRAD/PBS & J, JOINT VENTURE, FOR FC-7619-03D, ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR DONALD LEE HOLLOWELL SIGNAL DESIGN PROJECT TO INCLUDE-TRAFFIC SIGNAL UPGRADES ALONG DONALD LEE HOLLOWELL PARKWAY FROM MAYNARD COURT TO JAMES P. BRAWLEY, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND SEVENTY SIX CENTS (\$151,916.76). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 1C45 574001 M41G017092BG (2001 QUALITY OF LIFE FUND FACILITIES OTHER THAN BUILDINGS TRAFFIC SIGNALS & COMM., BANKHEAD).

REQUESTING

DEPARTMENT:

Department of Public Works

CONTRACT TYPE:

Professional Services

AWARDEES:

(1) CH2M Hill/Williams-Russell and Johnson

(2) Atlanta Services Group(3) JP2 (Jacobs, Prad, PBS&J)(4) Shaw/ Aim, Joint Venture

(5) Metcalf & Eddy/Cardozo Engineering, Joint Venture(6) Arcadis/Brindley Pieters & Associates, Joint Venture

SOURCE

SELECTION:

RFP

PROPOSALS DUE:

January 7, 2004

INVITATIONS MAILED:

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PROPOSALS

RECEIVED:

12

PROPONENTS:

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Atlanta Architects & Engineers, Joint Venture

Atlanta Services Group, a Joint Venture

Infrastructure Partners-Joint Venture (B & E Jackson/HDR/Malcom Pirnie)

Brown and Caldwell/Deloan Hampton & Associatees/Long Engineering Inc. - Joint Venture

CH2M Hill/Williams-Russell and Johnson - Joint Venture

Earthtech/IMCo Joint Venture

HTL - Harrington, Tetra Tech & Lowe-Joint Venture

JP2 (Jacobs, Prad, PBS&J) - Joint Venture

Metcalf & Eddy/Cardozo Engineering-Joint Venture

Parsons Brinckerhoff & Khafra-Joint Venture

Shaw Environmental Inc. /AIM Partners, PLC-JV

BACKGROUND:

The Department of Public Works request to have JACOBS/PRAD/PBS & J, Joint Venture to provide traffic signal design services for Donald Lee Hollowell Parkway between Maynard Court and James P. Brawley Drive.

EVALUATION TEAM COMPOSITION:

DPRCA, DWM, DPW, DPCD, OGA, OCC and Risk Management

PROJECT PARTICIPATION:

Jacobs Civil, Inc./Prad Group, Inc./PBS&J a JV d/b/a JP2 (15pts.) AABE 20% Prad Group, Inc. AABE 1% Emerge Consulting Corp. AABE 1% Metals & Materials Engineers AABE 1% Desmear Systems, Inc. FBE 3% Cardozo Engineering, Inc. FBE 1% Cole Financial Services, Inc. FBE 3% D. Clark Harris, Inc. FBE 2% Guerra-Stoll Barker Architects, Inc. **FBE** 2% Street Smarts 1% **FBE** Willmer Engineering, Inc. 1% Smith Real Estate Services, Inc. FBE 1% FBE JAT Consulting Services, Inc. FBE 1% Malvada Consulting Group 2% **FBE** Richard + Wittschiebe Architects, Inc. ABE 1% ReStl Designers, Inc. 41% **Participation Total**



CITY OF ATLANTA

SHIRLEY FRANKLIN MAYOR 55 TRINITY AVE., SW, ATLANTA, GEORGIA 30303-0324 SUITE 4700, CITY HALL - SOUTH (404) 330-6240 FAX (404) 658-7552 email: publicworks@atlantaga.gov DEPARTMENT OF PUBLIC WORKS

David E. Scott, P.E. Commissioner

MEMORANDUM FOR: PROCESSING OF TASK ORDER

DATE:

February 22, 2005

TO:

Adam L. Smith, Chief Procurement Officer

Department of Procurement

FROM:

David E. Scott, P.E, Commissioner

Department of Public Works

SUB:

Task Order #2 to: FC-7619-03D - Annual Contract for: Architectural and

Engineering Services

Contractor: Jacobs/PRAD/PBS J, J.V. aka JP

A. DESCRIPTION OF TASK ORDER

The Department of Pubic Works' (DPW') Quality of Life Bond Program (QOL) requests the processing (Legislation Preparation and NTP) of Task Order #2 of Contract No. FC-7619-03D for the following "Scope of Work" – Donald Lee Hollowell Signal Design Project to include- Traffic Signal Upgrades along Donald Lee Hollowell Parkway from Maynard Court to James P Brawley Drive, as described in the attached.

B. NEED FOR TASK ORDER

This Task Order is required to fulfill the results of a study of 19 intersections for full upgrades, as well as it would bring these intersections more in line with Code, especially GDOT and ADA guidelines.

C. TASK ORDER FEE

The total project fee amount is \$151,916.76 and appears to be in line with Exhibit C of the Contract. Attached is the Cost Proposal.

D. PERFORMANCE INFORMATION

The Contractor has provided services through a previous Task Order and has performed satisfactory.

If additional information is needed, please feel free to contact Sharon Gardner at Ext. 6578.

DES/sg

Attachments:

- 1. Proposal for Scope of Work
- 2. Cost Proposal
- 3. Requisition

cc: Sandra Jennings, Department of Public Works
Althea Smith, Department of Public Works
Marla Fordham, Department of Public Works - Contact
Keith Brooks, Department of Procurement
Sharon Gardner, Department of Public Works / File



value • innovation • results

February 2, 2005

Ms. Marla Fordham
City of Atlanta, Department of Public Works
Office of Transportation-Quality of Life Bond Program
55 Trinity Avenue, S.W., Suite 4500
Atlanta, GA 30303-3531

Subject:

City of Atlanta – Traffic Signal Design – Donald Lee Hollowell Parkway FC-7619-03D, Annual Contract for Architectural and Engineering Services

Cost Proposal

Dear Ms. Fordham:

JP² is pleased to provide design and associated services for traffic signal upgrades along Donald Lee Hollowell Parkway between Maynard Court to James P. Brawley Drive. The proposed services will be provided for the lump sum fee of \$151,916.76. Details and specifics of the proposed services are provided in the attached documents. Included in the documents are meeting minutes and a table describing the City's field notes describing anticipated signal upgrades. In addition to the attached documents, JP² has had subsequent discussions with the City clarifying the scope of work for this project. The City advised that no professional surveys or right-of-way plans would be required.

Please contact us if you have any questions.

Michael a. Di Napoli

Sincerely,

Michael A. DiNapoli, P.E.

Project Service Director

 JP^2

Dwayne O. Tedder, P.E.

Project Manager

PBS&J

Donald Lee Hollowell Parkway Traffic Signal Project Cost Proposal

TASK		ing Rate per hour	Hours	E	xtension
	╀				
Preliminary Plans					
Pre-Design Meetings to Review Requirements					
Engineer 7	\$	150.14		\$	-
Engineer 6	\$	123.11	4	\$	492.44
Engineer 4	\$	83.46	4	\$	333.84
Site Inspections / Meetings			_		
Engineer 7	\$	150.14	8	\$	1,201.12
Engineer 6	\$	123.11	24	\$	2,954.64
Engineer 4	\$	83.46	24	\$	2,003.04
Design of Signalized Intersections (19 locations)					
Engineer 6	\$	123.11	300	\$	36,933.00
Engineer 4	\$	83.46	360	\$	30,045.60
Design of Communications					7 000 00
Engineer 6	\$	123.11	62	\$	7,632.82
Engineer 5	\$	100.13	116	\$	11,615.08
Engineer 3	\$	71.79	214	\$	15,363.06
Prepare Lists of Materials, Quantities, and Details					
Engineer 6	\$	123.11	16	\$	1,969.76
Engineer 4	\$	83.46	32	\$	2,670.72
Quality Control Review					222 52
Engineer 7	\$	150.14	4	\$	600.56
Engineer 6	\$	123.11	8	\$	984.88
Engineer 4	\$	83.46	8	\$	667.68
Preliminary Plans Subtotal			1,184	\$	115,468.24

Donald Lee Hollowell Parkway Traffic Signal Project Cost Proposal

TASK		ling Rate			
	\$	per hour	Hours		Extension
First Blanc					
Final Plans					
Design Review Meetings Engineer 7	\$	150.14	12	\$	1,801.68
Engineer 6	\$	123.11	8	\$	984.88
Engineer 4	\$	83.46	8	\$	667.68
Eligiliesi 4	"	05.40	٥	Ψ	007.00
Plan Revisions Following Agency Reviews					
Engineer 6	\$	123.11	12	\$	1,477.32
Engineer 4	\$	83.46	32	\$	2,670.72
Quality Control Review		450.44		_	000 50
Engineer 7	\$	150.14	4	\$	600.56
Engineer 6	\$	123.11	8	\$	984.88
Engineer 4	\$	83.46	8	\$	667.68
Record Drawing Preparation					
Engineer 6	\$	123.11	40	\$	4,924.40
Engineer 4	\$	83.46	80	\$	6,676.80

Final Plans Subtotal			212	\$	21,456.60
		·			
Project Management					
Project Manager					
Engineer 8	\$	174.74	24	\$	4,193.76
Project Controls					
Scheduler	\$	103.84	32	\$	3,322.88
					•
Administrative Support					
Office Manager	\$	55.96	16	\$	895.36
EBO Coordination					
Manager of Administrative Services	\$	71.25	32	\$	2,280.00
Manager of Administrative Services	"	11.20	. 52.	Ψ	2,200.00
Cost Estimating/Accounting					
Cost Estimator	\$	95.83	24	\$	2,299.92
Project Management Subtotal			128	\$	12,991.92
Direct Cost Allowance				\$	2,000.00
Total Cost Proposal			1,524	\$	151,916.76





Meeting Minutes

CITY OF ATLANTA DONALD LEE HOLLOWELL PARKWAY TRAFFIC SIGNAL PROJECT

On Friday, April 30, 2004, a meeting at the City of Atlanta TCC was held to review the above referenced project. The following were in attendance:

City of Atlanta

- Leonard Mitchell
- John Yang
- Santana Herrera
- Marla Fordham

JP^2

- Mike DiNapoli
- Denny Meier
- Dwayne Tedder

The following items were discussed:

- There will be 19 intersections with full upgrades. There was a list of project intersections and limits with information from a site survey performed by City of Atlanta personnel. The length of the project is approximately six miles.
- ADA ramps that are compliant with GDOT and ADA guidelines will be required
- 3. Fiber optic interconnect will be required throughout the corridor and should be planned to interface GDOT's fiber network at one of two existing Hub's (A or W)
- 4. Fiber optic interconnect is anticipated to be aerial with a few exceptions
- There are potential roadway improvements that may occur along the corridor including some widening of Hollowell Parkway and interchange improvements at I-285. This project must be coordinated with those projects.
- 6. Design-build with a list of approved contractors may be an option for implementation.
- 7. The focus for now should be on design and construction cost estimates.
- 8. GIS mapping information will be available from the City, and will be used as the base mapping.
- 9. Right-of-way and visible utility verification will be required at each intersection.
- 10. Larry Price should be contacted regarding right-of-way issues.
- 11. There are 4 anticipated stages of this project: Design, Communications, Construction, and Timing (Bid Form for separating).

- 12. Field verification with City of Atlanta personnel will be necessary before design begins
- 13. Any NEMA cabinets will need to be upgraded to 336/332 cabinets
- 14. The funding for this project will be 100% local (City of Atlanta).
- 15. The City of Atlanta has a phasing / intersection inventory that will be provided.
- 16. Standard City of Atlanta / GDOT phasing will be used
- 17. City of Atlanta specifications such as 12 conductor cable must be used in the design and construction of this project.
- 18. Regarding project management, Microsoft Project is acceptable for scheduling. Scanning of documents and a document management system is not necessary
- 19. There must be a line item for preparing as-built after construction.
- 20. It is assumed that Right-of-way plans will not be required.
- 21. It is assumed that no new specifications will need to be written for this project.
- 22. It is assumed that no Public Information Meetings will be required.

Please call Dwayne Tedder at (770) 933-0280 if there are any omissions or errors.

Donald Lee Hollowell Project General Information

Project Limits –
Maynard Court/Bankhead Courts Apartments to James P. Brawley (19 intersections)

- Intersections -

 Information from SITE survey by CoA staff (on 3/9/04)

Intersection							
	Poles	Controller/	Signal Heads	PED Heads	Detector	Etc.	F
	To Replace	Cabinet	To Replace	To .	Loops To		
Mormond Ot Dont-Land O.			***************************************	Keplace/Add	Replace/Add		
i. Maynalu Cl./Danknead Courts Apts.	2 (SW & NE)	(already NEMA)	H	2 (WEST	(wait)		
2. Fulton Industrial Blvd.	A11 4	(already NEMA)	All to 12"	128/	Replace 6	(Total upgrade)	
3. Bolton Rd.		(already NEMA)	All to 12" (w/	All around	Re-wire 4		
	(NE – steel)		2 5section				
			heads)			-	٠
4. I-285 SB	1 (@ bridge –	(already NEMA)			Replace 3 (1		1
	steel)	-			RT and 2 LT)	-	
1	(exist. Ok)	(already NEMA)	LT	To LED	Replace		1
6. Harwell Rd.		(already NEMA)		Need 6		Need easement	
	(replace SE &					for loop in	
	NW and add					drivewav	
	NE – all steel)					(NORTH leg)	
7. Yates Dr./Kings Grant Dr.	3	Needs upgrade to			Replace 4	(Semi-total	
	(square off)	170 (to NW)				upgrade)	
8. Hamilton E. Holmes Dr./James Jackson	1 (SE &	(existing ok)	All to 12"		Replace 4		·
Pkwy.	relocate NW)				•		
9. Wood St. (@ Giant Foods grocery	3	(already NEMA)	All to 12"	Need new		Need R/W for	,
store)	(SE,SW, NW -	Need cabinet				back guy	
	all steel)	upgrade (to NW)					
10. Hollywood Rd. (@ fire station)	2		All to 12"	Add X-walks		Need total re-	,
	(N side – steel)		-	on W leg		design	

Donald Lee Hollowell Project General Information

Intersection	Poles	Controller/	Signal Heads	PED Heads	Detector	Etc.
	To Replace	Cabinet	To Replace	To Replace/Add	Loops To Replace/Add	-
11. W. Fulton High School	3 (steel)					Need total redesign.
						Design for back
					-	guy OR another new pole @ SW
12. W. Lake Ave./Florence Pl.	2	Upgrade to 8-	8" side	Upgrade all	2 (60x30)	Need total re-
	(N side)	phase	12" main			design
13. Francis PI.	4 (all to be	Upgrade cabinet	All to 12"	Add 2 (N		Need total re-
	replaced)	(relocate to NE)		side)		design
14. Chappell Rd.	3 (N & SW – all	Upgrade	LT (NB &	Upgrade all		Need total re-
	steer)		(Gw			Congra
15. Marta/Grady Healthcare facility		(already 170)	Upgrade to	Replace		
			LED and need	conduit to		
			to raise	PED (NW)		
16. Marietta Blvd.	3	Upgrade	All to 12"		1 (LT to	Needs complete
	(N & SW)				Marietta)	upgrade Add microwave
17. Joseph E. Lowery Blvd. (fka Ashby St.)		Need new cabinet	All to 12"			Needs complete
or and minimum to the state of		(a)tendy 17()				upgranc
18. Fox St.(off Joseph E. Lowery Bivd.)		(alleady 170)			0 // 1 1.	
19. James P. Brawley		(already 170)	All to 12"	Add w/ push buttons	2 (6x.35 both approaches)	
						-

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE	ATTN: GREG PRIDGEON
Chief Procurement Officer Signature: Adam Adam	n L. Smith
Originating Department: Department of Public Works	Contact Person: Anthony Stanley x 6384
Committee(s) of Purview: City Utilities Committee	Council Deadline: February 28, 2005
Committee Meeting Dates(s): March 15, 2005	Full Council Date: March 21, 2005

March 16, 2005

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ISSUE A NOTICE-TO-PROCEED WITH JACOBS/PRAD/PBS & J, JOINT VENTURE, FOR FC-7619-03D, ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR DONALD LEE HOLLOWELL SIGNAL DESIGN PROJECT TO INCLUDE-TRAFFIC SIGNAL UPGRADES ALONG DONALD LEE HOLLOWELL PARKWAY FROM MAYNARD COURT TO JAMES P. BRAWLEY, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND SEVENTY SIX CENTS (\$151,916.76). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 1C45 574001 M41G017092BG (2001 QUALITY OF LIFE FUND FACILITIES OTHER THAN BUILDINGS TRAFFIC SIGNALS & COMM., BANKHEAD).

BACKGROUND

The Department of Public Works requests to have JACOBS/PRAD/PBS & J, Joint Venture to provide traffic signal design services for Donald Lee Hollowell Parkway between Maynard Court and James P. Brawley Drive.

FINANCIAL IMPACT (if any) \$151,916.76

Mayor's Staff Only	+++++++++++++++++++++++++++++++++++++++	+++++++++	····9	++++++++
Received by Mayor's Office:	$\frac{3.1.05.96}{\text{(date)}}$	Reviewed by:	(initials)	(date)
Submitted to Council:	(date)			
Action by Committee:Sub	ApprovedAdversed	Held _ ther	Amended	



CITY OF ATLANTA

Shirley Franklin Mayor SUITE 1790 55 TRINITY AVENUE, SW ATLANTA, GA 30303 (404) 330-6204 Fax: (404) 658-7705 Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq.
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Howard Shook

Chairperson

City Utilities Committee

FROM: Adam L. Smith

RE: Appraisal of Abandoned

Portion of Palmer Street, S.E.

DATE: March 7, 2005

Attached are copies of the approved ordinance and appraisal report prepared by Mr. Richard Childers, MAI, Appraiser, for a fee of \$1,200.00 on abandoned Palmer Street, S.E. The appraisal report is submitted for the City Utilities Committee approval of fair market value. The street consists of 11,108 square feet and the Appraiser has estimated the total fair market value at \$35,000.00, which indicates \$3.15 per square foot.

I reviewed and concur with the attached analysis. If there are any questions, please contact me.

ALS/JL/lg

Att:

cc:

Mr. David Chapman (w/o att.)

Ms. Joan Leavell (w/att.)

(51)

October 26, 2004

AN ORDINANCE

04- () -2047

BY: CITY UTILITIES COMMITTEE

AN ORDINANCE TO ABANDON THAT PORTION OF PALMER STREET, SE LOCATED FROM PASLEY AVENUE TO THE EASTERN END OF STREET CONSISTING OF .255 ACRES, MORE OR LESS, AND BEING MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" LYING AND BEING IN LAND LOT 175 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has received a formal request from the abutting property owner, to abandon a portion of PALMER STREET, SE for the purpose of using the property for their own private use; and

WHEREAS, the request to abandon said street has been reviewed by the proper city agencies and by all public utilities prior to passage of the legislation; and

WHEREAS, the abandoned right-of-way will become part of the abutting owner's private property and will be their responsibility to maintain, operate, and provide all services and utilities; and

WHEREAS, the abutting property owner has agreed to acquire said street from the City of Atlanta for the appraised fair market value; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

SECTION 1. That the portion of PALMER STREET, SE located from Pasley Avenue to the Eastern end of street consisting of .255 acres, more or less, and being more specifically described in the attached exhibit "A" lying and being in Land Lot 175 of the 15th District, DeKalb County, Georgia the same is hereby declared no longer useful or necessary for the public's use and convenience.

SECTION 2. That the City's intent is hereby given to abandon said street.

SECTION 3. That the abutting property owner's have agreed to pay the fair market value of the abandoned street as determined by the appraisal of said street.



SECTION 4. That any and all reservations for existing public or private utility easements shall remain in effect for the purpose of entering the property to operate, maintain, or replace said utility facilities. These easements shall remain in effect until such time that said utilities are abandoned, removed, or relocated, at which time said easements shall expire.

<u>SECTION 5</u>. That the Chief Procurement Officer be and is hereby authorized to appraise said street to determine their fair market land value.

<u>SECTION 6.</u> That all costs associated with the appraisal report shall be charged to and paid from Account Number 3P02 524001 M22F03349999.

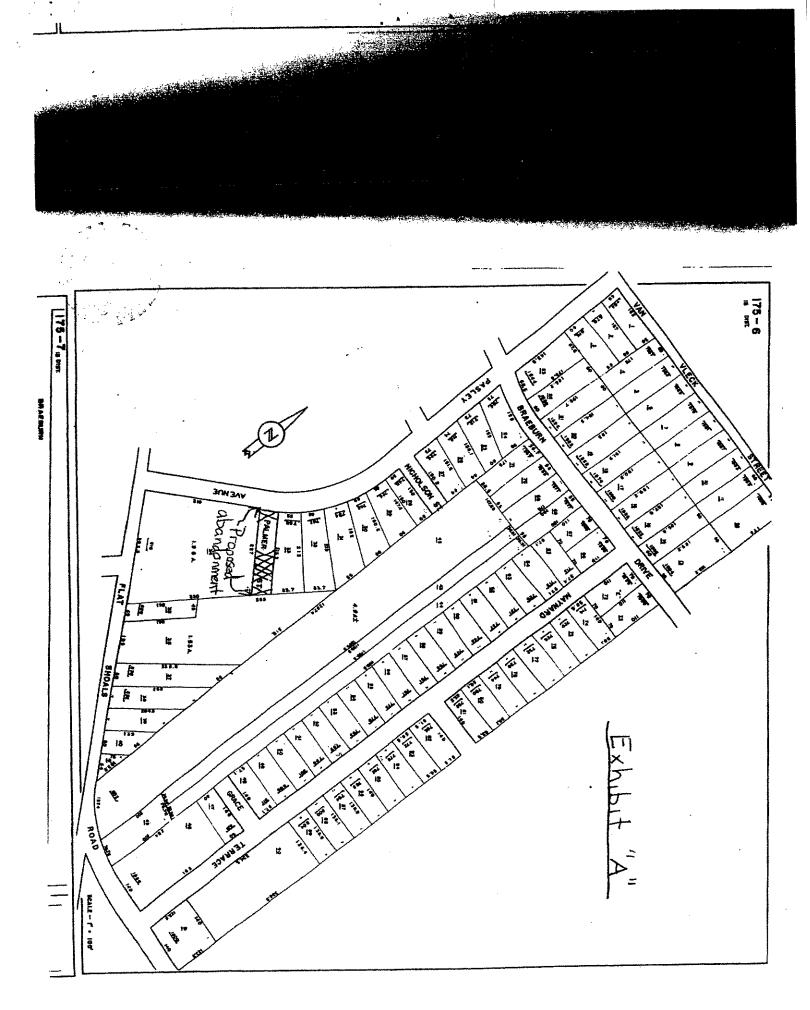
SECTION 7. That the Mayor be and is hereby authorized to execute a quitclaim deed to said street.

<u>SECTION 8.</u> That all ordinance and parts of ordinances in conflict herewith be and the same are hereby repealed.

A true copy, / ADOPTED by the Council

Municipal Clerk, CMC

DEC 06, 2004 DEC 10, 2004

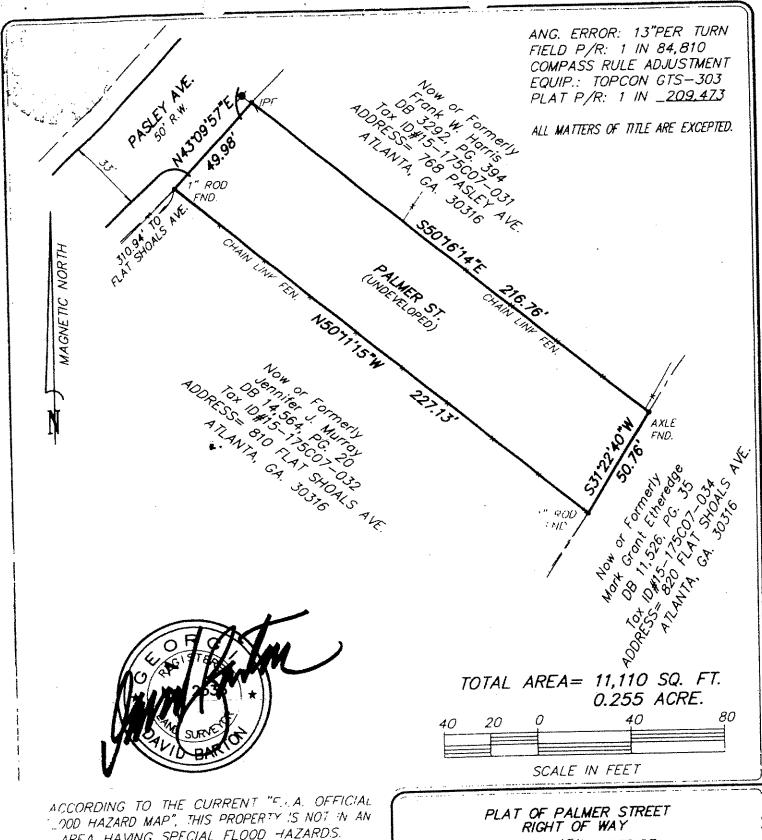


Written Description - Palmer Street Right of Way

All that tract of parcel of land lying and being in Land Lot 175, 15th District, City of Atlanta, Dekalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the southeasterly right of way of Pasley Avenue (50 foot right of way), said iron pin being 310.94 feet northeasterly, as measured along said right of way of Pasley Avenue from the intersection of said right of way of Pasley Avenue and the northeasterly right of way of Flat Shoals Avenue (50 foot right of way); run thence along said right of way of Pasley Avenue N 43 09'57" E 49.98 feet to an iron pin; thence S 50 16'14"E 216.76 feet to an axle; thence S 31 22'40"W 50.76 feet to an iron pin; thence N 50 11'15"W 227.13 feet to the POINT OF BEGINNING. Said tract contains 0.255 acres, and is more fully shown on a "Plat of Palmer Street Right of Way" by Barton Surveying, Inc. dated January 15, 2004.

3. •



AREA HAVING SPECIAL FLOOD HAZARDS.

ALL P.S ARE #4 REBARS

BARTON SURVEYING, INC.

1500 PALM ROAD CANTON, GEORGIA 30115 1770) 345-2810 L. <u>175</u> 15th DISTRICT CITY OF ATLANTA DEKALB COUN ____ COUNTY, GEORGIA

DATE: 1-15-04 SCALE: 1"=

MADE TOP JENNIFER MURRAY & MARC DOBIECKI



CITY OF ATLANTA

Shirley Franklin Mayor

SUITE 1790 55 TRINITY AVENUE, SW ATLANTA, GA 30303 (404) 330-6204 Fax: (404) 658-7705 Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT Adam L. Smith, Esq. Chief Procurement Officer asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Howard Shook

Chairperson

City Utilities Committee

FROM:

Adam L. Smith

RE: Appraisal of Abandoned

Portion of Holly Street, N.W.

DATE: March 7, 2005

Attached are copies of the approved ordinance and appraisal report prepared by Mr. Richard Childers, MAI, Appraiser, for a fee of \$1,200.00 on abandoned Holly Street, N.W. The appraisal report is submitted for the City Utilities Committee approval of fair market value. The street consists of 10,279 square feet and the Appraiser has estimated the total fair market value at \$182,452.00, which indicates \$17.75 per square foot.

I reviewed and concur with the attached analysis. If there are any questions, please contact me.

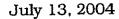
ALS/JL/lg

Att:

cc:

Mr. David Chapman (w/o att.)

Ms. Joan Leavell (w/att.)





AN ORDINANCE

04- 0-1567

BY: CITY UTILITIES COMMITTEE

AN ORDINANCE TO ABANDON THAT PORTION OF HOLLY STREET, NW LOCATED FROM APPROXIMATELY 210 FEET NORTH OF TENTH STREET TO APPROXIMATELY 210 FEET NORTH CONSISTING OF .236 ACRES, MORE OR LESS, AND BEING MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" LYING AND BEING IN LAND LOT 107 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has received a formal request from the abutting property owner, to abandon a portion of HOLLY STREET, NW for the purpose of using the property for their own private use; and

WHEREAS, the request to abandon said street has been reviewed by the proper city agencies and by all public utilities prior to passage of the legislation; and

WHEREAS, the abandoned right-of-way will become part of the abutting owner's private property and will be their responsibility to maintain, operate, and provide all services and utilities; and

WHEREAS, the abutting property owner has agreed to acquire said street from the City of Atlanta for the appraised fair market value; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

SECTION 1. That the portion of unimproved HOLLY STREET, NW located from approximately 210 feet north of Tenth Street to approximately 210 feet north consisting of .399 acres, more or less, and being more specifically described in the attached exhibit "A" lying and being in Land Lot 107 of the 17th District, Fulton County, Georgia the same are hereby declared no longer useful or necessary for the public's use and convenience.

SECTION 2. That the City's intent is hereby given to abandon said street.

<u>CTION 3.</u> That the abutting property owner's have agreed to pay the fair market value of the abandoned street as determined by the appraisal of said street.

<u>SECTION 4.</u> That any and all reservations for existing public or private utility easements shall remain in effect for the purpose of entering the property to operate, maintain, or replace said utility facilities. These easements shall remain in effect until such time that said utilities are abandoned, removed, or relocated, at which time said easements shall expire.

<u>SECTION 5</u>. That the Chief Procurement Officer be and is hereby authorized to appraise said street to determine their fair market land value.

SECTION 6. That all costs associated with the appraisal report shall be charged to and paid from Account Number 3P02 574001 M22F03349999.

<u>SECTION 7.</u> That the Mayor be and is hereby authorized to execute a quitclaim deed to said street.

SECTION 8. That all ordinance and parts of ordinances in conflict herewith be and the same are hereby repealed.

A true copy, Rhonda Daughin Johnson Municipal Clerk, CMC

ADOPTED by the Council APPROVED by the Mayor

October 4, 2004 October 8, 2004 That the abutting property owner's have agreed to pay the fair market value of the abandoned street as determined by the appraisal of said street.

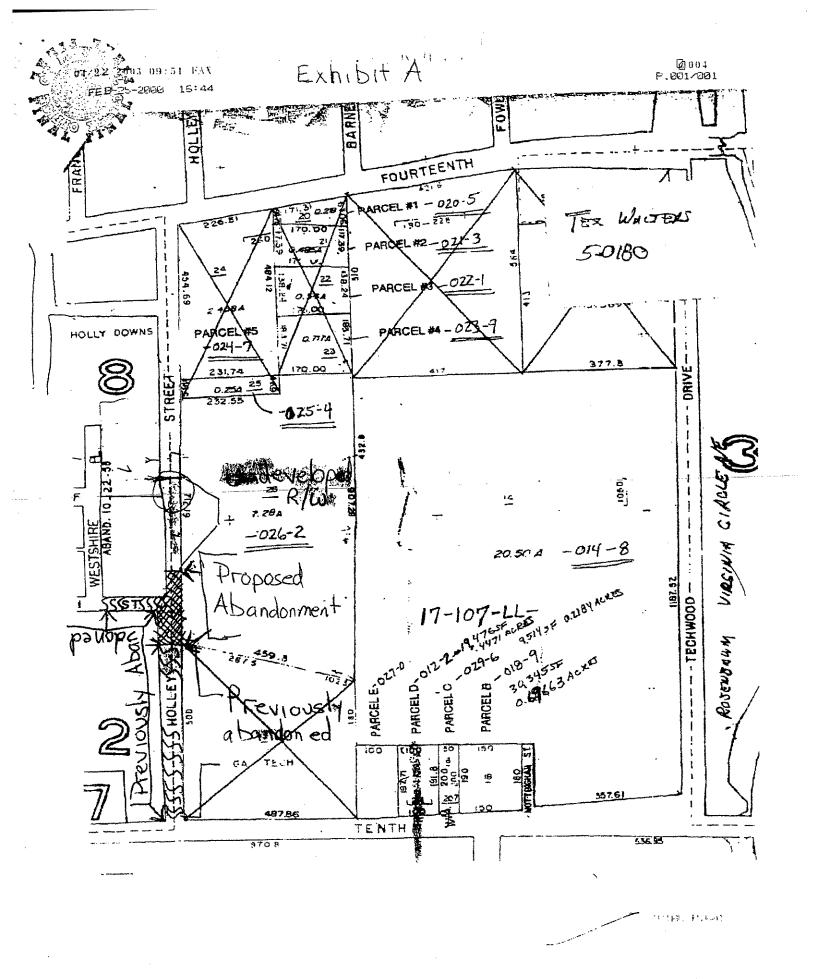
SECTION 4. That any and all reservations for existing public or private utility easements shall remain in effect for the purpose of entering the property to operate, maintain, or replace said utility facilities. These easements shall remain in effect until such time that said utilities are abandoned, removed, or relocated, at which time said easements shall expire.

<u>SECTION 5</u>. That the Chief Procurement Officer be and is hereby authorized to appraise said street to determine their fair market land value.

SECTION 6. That all costs associated with the appraisal report shall be charged to and paid from Account Number 3P02 574001 M22F03349999.

SECTION 7. That the Mayor be and is hereby authorized to execute a quitclaim deed to said street.

<u>SECTION 8.</u> That all ordinance and parts of ordinances in conflict herewith be and the same are hereby repealed.





LEGAL DESCRIPTION - ENTIRE HOLLY STREET TRAC

ALL THAT TRACT OR PARCEL OF LAND LYING IN OR BEING IN LAND LOT 107 OF THE 17TH DISTRICT, FULTON COUNTY, CITY OF ATLANTA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF WEST TENTH STREET (F/K/A EMMET STREET) (80 FOOT RIGHT-OF-WAY WIDTH AT THIS POINT) WITH THE EAST RIGHT-OF-WAY OF ATLANTIC DRIVE (F/K/A RIDGE AVENUE) (F/K/A KONTZ

STREET) (50 FOOT RIGHT-OF-WAY WOTH); THENCE PROCEED ALONG SAID NORTH RIGHT-OF-WAY OF WEST TENTH STREET SOUTH 89 DEGREES 37 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 129.24' TO A POINT

THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY OF WEST TENTH STREET SOUTH 89 DEGREES 37 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 21.13 FEET TO A 1-INCH SQUARE IRON FOUND:

THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY OF WEST TENTH STREET \$OUTH 89 DEGREES 37 MINUTES OB SECONDS EAST FOR A DISTANCE OF 293.06' TO A POINT AT THE FORMER WEST RIGHT-OF-WAY OF HOLLY STREET, NOW ABANDONED PER DEED BOOK 4655,

PAGE 283, FULTON COUNTY RECORDS; THENCE DEPART SAID NORTH RIGHT-OF-WAY OF WEST TENTH STREET AND PROCEED ALONG SAID FORMER WEST RIGHT-OF-WAY OF HOLLY STREET NORTH OD DEGREES OF MINUTES

11 SECONDS EAST FOR A DISTANCE OF 295.34 FEET TO A POINT; THENCE CONTINUE ALONG SAID FORMER WEST RIGHT-OF-WAY OF HOLLY STREET NORTH OO DEGREES 09 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 208.02 FEET TO THE NORTHERN TERMINUS OF SAID ABANDONED HOLLY STREET PER SAID DEED BOOK AND PAGE, SAID POINT BEING THE POINT OF BEGINNING.

THE POINT OF BEGINNING THUS ESTABLISHED, THENCE PROCEED ALONG THE WEST RIGHT-OF-WAY OF SAID HOLLY STREET AS IS ABANDONED IN THE FIELD, BUT FOR WHICH NO RECORD HAS BEEN OBTAINED FOR SAID ABANDONMENT, NORTH OO DEGREES OF MINUTES 11 SECONDS EAST FOR A DISTANCE OF 115.45 FEET TO A POINT ON THE FORMER SOUTH RIGHT-OF-WAY OF WEST ELEVENTH STREET NOW ABANDONED AT THIS POINT PER DEED BOOK 4431, PAGE 499):

THENCE NORTH DO DEGREES OF MINUTES 11 SECONDS EAST FOR A DISTANCE OF 40.41 FEET TO A THREE-QUARTER INCH ROD FOUND IN A CONCRETE MONUMENT AT THE FORMER NORTH RIGHT-OF-WAY OF WEST ELEVENTH STREET NOW ABANDONED PER AFORESAID DEED. THENCE DEPART SAID FORMER NORTH RIGHT-OF-WAY OF WEST ELEVENTH STREET, NORTH

OO DEGREES OF MINUTES 11 SECONDS EAST FOR A DISTANCE OF 49.60 FEET TO A POINT; THENCE NORTH 89 DEGREES 32 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 31.61
FEET TO A THREE-QUARTER INCH OPEN-TOP PIPE FOUND AT THE COMMON PROPERTY LINE OF BOARD OF THE UNIVERSITY SYSTEM OF GEORGIA AND OF TURNER BROADCASTING

THENCE DEPART SAID COMMON PROPERTY LINE, NORTH 89 DEGREES 32 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 18.21 FEET TO A POINT AT THE EAST RIGHT-OF-WAY OF AFORESAID HOLLY STREET AS ABANDONED IN THE FIELD;

THENCE PROCEED ALONG SAID FORMER EAST RIGHT-OF-WAY OF SAID HOLLY STREET AS ABANDONED IN THE FIELD, SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 90.73 TO A POINT;

THENCE PROCEED ALONG SAID EAST RIGHT-OF-WAY OF SAID HOLLY STREET AS ABANDONED IN THE FIELD SOUTH OD DEGREES OF MINUTES OR SECONDS WEST FOR A DISTANCE OF 115.99 FEET TO A POINT AT THE AFORESAID NORTHERN TERMINUS OF HOLLY STREET AS ABANDONED PER DEED BOOK 4655, PAGE 283;

THENCE PROCEED ALONG SAID NORTHERN TERMINUS NORTH 89 DEGREES OF MINUTE 26 SECONDS WEST FOR A DISTANCE OF 18 34 FEET TO THE DOINT OF RECENNING

SECONDS WEST FOR A DISTANCE OF 18.34 FEET TO THE POINT OF BEGINNING.
THENCE CONTINUE ALONG AFORESAID TERMINUS OF HOLLY STREET AS ABANDONED PER
SAID DEED NORTH 89 DEGREES 01 MINUTE 26 SECONDS WEST FOR A DISTANCE OF 31.60 FEET TO THE POINT OF BEGINNING:

SAID PROPERTY CONTAINS 0.2380 ACRES OR 10,279 SQUARE FEET.